

**RFA No.: 1103141136
Task#: 7310**

**New York State Department of Health
Office of Minority Health**

**Rural Minority Health Program
Request for Applications**

RFA Release Date:	November 16, 2011
Questions Due:	November 23, 2011
Letter of Intent (Optional):	November 23, 2011
RFA Updates Posted:	November 30, 2011
Applications Due:	5:00 p.m. on December 7, 2011
DOH Contact Name & Address:	Kristen M. Pergolino State Partnership Program Coordinator Office of Minority Health New York State Department of Health ESP, Corning Tower, Room 780 Albany, New York 12237-0092

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I. INTRODUCTION

A. Description of the Program

The New York State Department of Health Office of Minority Health (SOMH) announces the availability of funds to support a Rural Minority Health Program (RMHP). The Rural Minority Health Program is part of the New York State Partnership Grant Program to Improve Minority Health (SPP). The SPP was developed by the United States Department of Health and Human Services, Office of Minority Health (FOMH) to address significant health disparities impacting minorities through the utilization of partnerships between FOMH and state and territorial health departments.

The purpose of this funding is to reduce barriers to healthcare services for racial, ethnic and underserved populations in rural New York State (NYS) by addressing disparities in three key areas: health insurance coverage, health services utilization, and quality of care. The services provided through this Request for Applications (RFA) are in partial fulfillment of §241.1 of the Public Health Law, which states that SOMH has a responsibility to integrate and coordinate selected state health care grant and loan programs established specifically for minority health care providers and residents. The activities being proposed under this RFA are also in alignment with the access goals of (a) the New York State Department of Health's (Department) *Prevention Agenda Toward the Healthiest State*; (b) health equity goal of Healthy People 2020; and (c) goals of the HHS Plan of Action to Reduce Racial and Ethnic Health Disparities, and the National Stakeholders Strategy for Achieving Health Equity (see Attachment 2: RMHP: Relevant National and State Goals).

B. Background/Intent

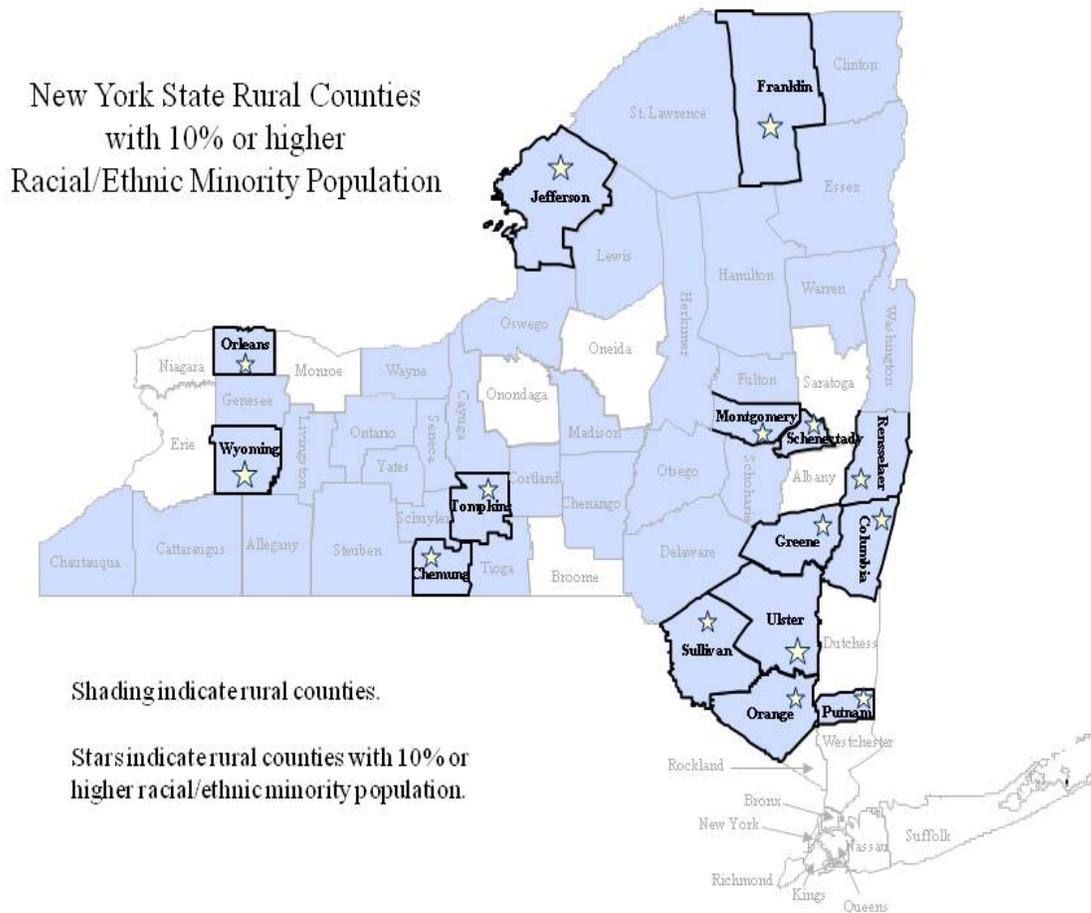
Since its inception in 1994, SOMH has been funding organizations to address racial and ethnic health disparities in New York State. Its mission is to improve health outcomes and eliminate health inequities for racial and ethnic minorities by promoting access to high quality healthcare services. SOMH utilizes a *focus* approach in carrying out its mission: **Funding**—SOMH funds projects that increase access (coverage, caretakers, care) to high quality health care services for racial and ethnic minorities; **Offering**—SOMH offers training, communication strategies, and expert advice and consultation on priority minority health topics; **Continually evaluating**—SOMH continually evaluates progress and readjusts programs as necessary; **Uniting**—SOMH unites with others to promote a New York State Health Equity Agenda; **Supporting**—SOMH supports the NYS Minority Health Council (Council) in its role of advising the State Commissioner of Health (Commissioner) on minority health issues.

It is the intent of this RFA to ensure that minorities (Hispanics, African Americans, American Indians, and Asian Americans) and other underserved populations in rural NYS are targeted for the specific activities/strategies proposed in this project. SOMH anticipates that one NYS designated rural health network will receive funding in each of the following regions:

1. Northern;
2. Hudson Valley;
3. Western, and
4. Central/Finger Lakes.

Funded networks will, **at a minimum**, propose a plan of action to improve health care access for racial, ethnic and underserved populations residing in rural counties with a 10% or higher minority population. These areas are graphically represented in Figure 1: Rural Counties of NYS with a 10% or Higher Minority Population.

Figure 1: Rural Counties of NYS with a 10% or Higher Minority Population



It is anticipated that funded networks will receive a two-year grant (2011 – 2013) to focus on two areas deemed critical for improving health care access for racial, ethnic and underserved populations in rural NYS. One is conducting/reviewing needs and asset assessments; the other is implementation and evaluation of targeted interventions based on findings of the needs and assets assessment.

C. Problem/Issue Resolution Sought

The problem being addressed through this RFA is lack of access to healthcare among racial, ethnic and underserved populations in rural NYS. Families in rural NYS are more likely than individuals in urban areas to be without a regular source of health care, without health insurance, in fair or poor health, and to be coping with a chronic or serious illness.^{1,2} These problems are often compounded for rural minorities who are among the most understudied and underserved of

all groups in the United States. The literature³⁻²⁷ on access to health care reveals that there are many factors contributing to inadequate health insurance coverage, poor service utilization, and uneven service quality. These factors include (but are not limited to):

- Obstacles faced by health care providers and patients in rural areas versus those in urban areas (some geographic, some cultural);
- Lack of available professionals (physicians, nurses, physician assistants, etc.);
- Isolation of rural residents (i.e., lack of transportation);
- Increased number of rural residents living below the poverty level;
- Lower instances of employer-provided health care coverage, prescription drug coverage, and lower Medicaid enrollment of rural residents; and
- Increasing number of minorities living in rural communities.

The Rural Minority Health Program seeks to increase information available regarding the needs and assets of racial, ethnic and underserved populations in rural NYS; to design or adapt interventions to meet one or more of the specific needs identified; and draw on existing assets to help assure success of the RMHP.

D. Available Funding and Anticipated Awards

SOMH anticipates that approximately \$69,000 will support up to four rural health networks. Funds under this solicitation are intended to supplement, enhance, and expand, but not supplant existing resources and services. Each successful applicant will be funded for a period of up to two years, contingent upon satisfactory performance and continued availability of funds. If funding for the RMHP is increased or reduced, funding for each of the four awardees will be increased or decreased proportionately.

The funding and programmatic year for the RMHP is September to July. It should be noted that funding will differ by year as follows:

- Year 01 (anticipated to be September 2011 – July 2012): up to \$9,000 per successful applicant
- Year 02 (anticipated to be September 2012 - July 2013): up to \$8,250 per successful applicant

II. WHO MAY APPLY

A. Minimum Eligibility Requirements

To be considered eligible, an applicant must be:

- a not-for-profit entity; who is also
- an existing NYS designated rural health network operating within one of the four regions identified within this RFA whose makeup includes providers from rural areas and whose infrastructure can accommodate a Rural Minority Health Program as described in this RFA.

Applicants must meet all of the minimum eligibility requirements. Applicants that do not meet the eligibility requirements will not be considered; applications will be disqualified and not scored.

For the purposes of the RMHP, a *rural area* is defined as a county with a total population of less than two hundred thousand, or any town with a population density of less than two hundred persons per square mile or, if approved by the Commissioner, any town which has a population of less than two hundred fifty persons per square mile.

B. Preferred Eligibility Requirements

- three (3) years experience in effective oversight of administrative, fiscal and programmatic aspects of government, foundation or other grant-makers in health contracts, including timely and accurate submission of fiscal and program reports [**2 preference points**];
- five (5) years experience functioning as a rural health network [**2 preference points**]; and
- knowledge of and experience with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities and the National Stakeholders Strategy for Achieving Health Equity. [**10 preference points**].

Applicants meeting these preferences will be given up to 14 preference points (as highlighted).

III. PROJECT NARRATIVE/WORKPLAN

A. Expectations of Project

Successful applicants will implement two core activities:

1. Conduct/Review needs and assets assessments; and
2. Design or adapt, and evaluate at least one evidence- or practice-based intervention that addresses one or more need(s) identified during the needs and assets assessment.

Evidence- or practice-based interventions include, but are not limited to, promotion of and assistance with enrollment into public health insurance programs, implementation or enhancement of a functioning referral system, health care facility orientation tours; patient-learning events, health professional or provider training, and implementation of organizational policies explicitly addressing cultural competency. Use Attachment 3: RMHP Logic Model to describe interventions and practices that will be carried out to address program activities. Additionally, Attachment 4: Data Collection Plan must be completed for both activities.

Note: Failure to submit Attachment 3 and 4 will result in disqualification.

Year 01 (September 2011 – July 2012)

Activity: Conduct/Review needs and assets assessments of racial and ethnic minorities, and other underserved populations, in rural communities (including a secondary data analysis and community asset mapping).

Problem Addressed: Lack of baseline information on health needs of racial, ethnic and underserved populations in rural NYS.

Timeline for Strategy 1: September 1, 2011 through July 31, 2012.

Year One Reporting Schedule: All reports are due by **5:00 p.m.** on the dates specified below:

Semi Annual Progress Report: February 28, 2012

Final Summary of Year One Activities and Proposed Year Two Activities: August 14, 2012

Resources/References: 18 – 22; 25 – 30

Year 02 (September 2012 – July 2013)

Activity: Design or adapt at least one evidence- or practice-based intervention or practice utilizing findings of year one's RMHP needs and assets assessment and develop tools to evaluate success.

Problem Addressed: Lack of access to healthcare experienced by racial, ethnic and underserved populations in rural NYS.

Note: It is expected that findings of the needs and assets assessment conducting during Year 01 of the RMHP will define more specifically what lack of access means for target populations and in turn will be linked with the intervention developed and implemented.

Timeline for Strategy 2: September 1, 2012 through July 31, 2013.

Year Two Reporting Schedule: All reports are due by **5:00 p.m.** on the dates specified below:

Semi Annual Progress Report: February 28, 2013

Final Summary: August 14, 2013*

*The August 2013 report will be a final report which is expected to be comprehensive and cumulative of the entire two year project.

Resources/References: 31 - 49

IV. ADMINISTRATIVE REQUIREMENTS

A. Issuing Agency

This RFA is issued by the New York State Department of Health Office of Minority Health. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

All **substantive questions** (content or conceptual) must be in writing and submitted to somh@health.state.ny.us or mailed to the contact listed below.

**Wilma E. Waithe, PhD
Director, Office of Minority Health
New York State Department of Health
ESP, Corning Tower, Room 780
Albany, New York 12237-0092**

To the degree possible, each inquiry should cite the section and paragraph of the RFA to which it refers. **Written questions must be received (either by mail or email) by 5:00 p.m. on the date posted on the cover of this RFA.**

Questions of a technical nature can be addressed in writing to somh@health.state.ny.us, via telephone by calling Mr. Rodolfo Santos at (518) 474-2180, or mailed to:

**Rodolfo Santos, LMSW
Grants Manager, Office of Minority Health
New York State Department of Health
ESP, Corning Tower, Room 780
Albany, New York 12237-0092**

Technical questions are limited to how to prepare an application, not the substance/content of the application. They include questions that relate to obtaining forms, formatting the application (font size, margins, number of pages, etc.) or where to submit the application.

This RFA has been posted on the Department's public website at: <http://www.health.ny.gov/funding/>. Questions and answers, updates and/or modifications, will be posted on the Department of Health's website. All such updates will be posted on or before the date listed on the cover of this RFA.

The New York State Department of Health encourages, but does not require, potential applicants to submit a Letter of Interest to Apply. See Attachment 5 (Sample Letter of Interest) for a sample. If your organization is submitting a Letter of Interest to Apply, do so by the date listed on the cover of this RFA. Submit the Letter of Interest to Apply to:

**Wilma E. Waithe, PhD
Director, Office of Minority Health
New York State Department of Health
ESP, Corning Tower, Room 780
Albany, New York 12237-0092**

Submission of a letter of interest to apply is *not* a requirement for submitting an application.

C. Applicant Conference

An applicant conference WILL NOT be held for this project.

D. How to File an Application

Applications must be received at the following address by **5:00 p.m.** on the date posted on the cover of this RFA. Applications must be submitted to:

Wilma E. Waithe, PhD
Director, Office of Minority Health
New York State Department of Health
ESP, Corning Tower, Room 780
Albany, New York 12237-0092

In general, late applications WILL NOT be accepted. It is the applicant's responsibility to ensure that applications are delivered to the address above on or before the date and time specified. However, late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion. Applications sent via facsimile or e-mail WILL NOT be accepted.

Applicants should submit two (2) original, signed, and unbound applications and three (3) complete copies, with all attachments. The original applications should be clearly identified and bear the original signature of the Executive Director or Chief Executive Officer of the applicant organization or his/her designee indicating his/her commitment to the proposed project. Applicants must also complete Attachment 6 (Application Cover Page). **Failure to submit a cover page (Attachment 6) will result in disqualification.**

Applicants should pay special attention to Attachment 7 (Application Checklist) to ensure that the application package contains all required documents and signatures. Applicants should review this attachment before writing, and prior to submitting the application.

E. The Department's Reserved Rights:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.

8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller.

It is expected that contracts resulting from this RFA will have the following time period:

September 1, 2011 – July 30, 2013

It is expected that contracts resulting from this RFA will be funded for up to two years, contingent upon satisfactory performance and availability of funds.

G. Payment Methods & Reporting Requirements of Grant Awardees

1. The Department may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent.
2. The grant contractor will be required to submit BIENNIAL vouchers and required reports of expenditures to the State's designated payment office:

Office of Minority Health
New York State Department of Health
ESP, Corning Tower, Room 780
Albany, New York 12237-0092

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation

required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms:

Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan on a quarterly basis.

3. The grant contractor will be required to submit the following periodic reports: If funded, applicant organizations agree to participate in data collection and evaluation of services and provide the New York State Department of Health with biannual statistical and progress reports, an annual narrative report, and an end-of-project cumulative report, in accordance with contract requirements. In addition, the Department of Health will conduct site visits and evaluations as necessary. All reports will be submitted in the format requested by the Office of Minority Health.

All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

H. Vendor Responsibility Questionnaire

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.ocs.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 11).

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices Included in the DOH Grant Contracts

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

APPENDIX A -	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX B -	Detailed Budget
APPENDIX C -	Payment and Reporting Schedule
APPENDIX D -	Workplan
APPENDIX G -	Notifications
APPENDIX E -	Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for: Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1 : <ul style="list-style-type: none">• CE-200 -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR• C-105.2 -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR• SI-12 -- Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should the applicant organization receive an award.

V. COMPLETING THE APPLICATION

A. Application Content

1. Completed Cover Page (**Attachment 6**) - Signed by individual authorized by applicant's governing body to submit the grant application to the New York State Department of Health. The cover page must also provide documentation that the applicant (a) is an existing NYS designated rural health network whose makeup includes providers from rural areas, (b) is a not-for-profit organization, and (c) whose infrastructure can accommodate a Rural Minority Health Program as described in this RFA. **Failure to submit Attachment 6 will result in disqualification.**
2. Budget and justifications. Total two year budget does not exceed \$17,250 of requested Department funds (\$9,000 for year 1, and \$8,250 for year 2).
3. Application packets are received by the Office of Minority Health no later than date specified on the cover of this RFA. **Failure to submit an application by the deadline will result in disqualification.**

B. Application Components, Format, and Scoring Criteria

The application should be typed in no less than 12 pitch font. It should not exceed 13 double-spaced pages and each page should be numbered sequentially. Pages should have a 1 inch margin and use the 8 ½ by 11 inch paper size. Five points will be deducted for formatting that does not conform to these requirements. Submissions should include two (2) original and three (3) copies of the application. A Departmental team will review and grade applications on a possible score of 100 points, based on components 1 – 5 described below.

A completed application for a proposed Rural Minority Health Program will contain the following five (5) components:

1. Project Summary (Page Limit: 1 Double Spaced Page) 10 Points

Provide a concise summary of each of the application components: service region, budget descriptions, experience and outcomes, project workplan, and budget and budget justification.

2. Service Region Description (Page Limit: 1 Double Spaced Page) 10 Points

Define the targeted service region (Northern, Western, Hudson Valley, or Central/Finger Lakes) and identify the specific counties within these regions to be targeted. Provide a map of the service region showing exact locations of all service delivery and provider sites.

3. Experience and Outcomes (Page Limit: 1 Double Spaced Page) 10 Points

Describe the rural network's experience. Be explicit about experience working with rural residents, and partnerships with community-based organizations serving rural residents. Describe the outcomes (successes and challenges) of this work. Copies of reports, published papers, community acknowledgements, etc., may be included as appendices (Appendices do not count toward the total pages of the application, however, the maximum page limit for appendices are 10 pages).

4. Project Workplan (Page Limit: 10 Single Spaced Pages)

50 Points

Describe interventions/practices the rural health networks will carry out in order to address the two strategies identified in this RFA. This section must include completed **Attachment 3: RMHP Logic Model** and **Attachment 4: RMHP Data Collection Plan**.

5. Budget and Budget Justifications:

20 Points

(The budget and justification section is not included in the total page limit)

Utilizing the Budget Format and Instructions (**Attachment 9**), complete the Budget Narrative/Justification (**Attachment 10**). Applicants should submit a 12-month budget for each year of the proposed project (2 years). All costs must be related to the provision of **RFA No.: 1103141136**, and be consistent with the workplan, reasonable, and cost-effective. Justification for each budget line item should be submitted in narrative form. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to the RMHP has been determined. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.** Administrative costs must be directly related to project activities and may not exceed 10% of the total budget.

Expenditures will **not** be allowed for the following:

- Purchase of major pieces of depreciable equipment unless it can be demonstrated that such equipment is essential to the project;
- Remodeling or modification of facility structures; and
- General maintenance, capital improvements, new construction, insurance, etc.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.

Note: Contracts established resulting from this RFA will be of the cost reimbursement type. Total two year budget should not exceed \$17,250 in requested Department funds (\$9,000 for year 1, and \$8,250 for year 2).

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively. SOMH anticipates having a pool of \$69,000 to award up to four contracts for a period of up to two years as described above. Applications will be reviewed by Department staff and ranked by score. The highest scoring application for each region will be funded. Points will be assigned using the scoring criteria outlined in Section IV, B. If funding for the RMHP is increased or reduced, awards will be increased or reduced proportionally.

In the event of a tie score, a higher score in **Component 4. Project Workplan** will break the tie.

Following the award of a grant from this RFA, applicants may request a debriefing from the SOMH no later than three months from the date of the award(s) announcement. This debriefing will be limited to the strengths and weaknesses of the application submitted.

Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

VI. Attachments

Attachment 1: Standard Grant Contract with Appendices

Attachment 2: RMHP: Relevant National and State Goals

Attachment 3: RMHP Logic Model

Attachment 4: RMHP Data Collection Plan

Attachment 5: Sample Letter of Interest

Attachment 6: Application Cover Page

Attachment 7: Application Check List

Attachment 8: Vendor Responsibility Questionnaire

Attachment 9: Application Budget Format and Instructions

Attachment 10: Budget Narrative/Justification

VII. References

- ¹Rainer, J.P. (2010). The road much less travelled: Treating rural and isolated clients. *Journal of Clinical Psychology*, 66(5):475-478.
- ²Jensen, G.M., & Royeen, C.B. (2002). Improved rural access to care: dimensions of best practice. *Journal of Interprofessional Care*, 16(2): 117-128.
- ³Sherrill, W.W., Crew, L., Mayo, R. M., Mayo, W.F., Rogers, B. L., & Haynes, D. F. (2005). Educational and health services innovation to improve care for rural Hispanic Communities in the US. *Education for Health: Change in Learning & Practice*, 8 (3):356-367.
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Attachment 1: Standard Grant Contract with Appendices

GRANT CONTRACT (MULTI YEAR)

STATE AGENCY (Name and Address):

. NYS COMPTROLLER'S NUMBER:
. ORIGINATING AGENCY CODE:

CONTRACTOR (Name and Address):

. TYPE OF PROGRAM(S)

FEDERAL TAX IDENTIFICATION NUMBER:

. INITIAL CONTRACT PERIOD

. FROM: September 1, 2011

MUNICIPALITY NO. (if applicable):

. TO: July 30, 2012

CHARITIES REGISTRATION NUMBER:

. FUNDING AMOUNT
FOR INITIAL PERIOD:

___ ___ - ___ ___ - ___ ___ or () EXEMPT:
(If EXEMPT, indicate basis for exemption):

. MULTI-YEAR TERM (if applicable):

. FROM: September 1, 2011

. TO: July 30, 2013

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED

PERIODIC OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A
SECTARIAN ENTITY

CONTRACTOR IS() IS NOT() A
NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- _____ APPENDIX A Standard clauses as required by the Attorney General for all State contracts.
- _____ APPENDIX A-1 Agency-Specific Clauses (Rev 10/08)
- _____ APPENDIX B Budget
- _____ APPENDIX C Payment and Reporting Schedule
- _____ APPENDIX D Program Workplan
- _____ APPENDIX G Notices
- _____ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

- _____ APPENDIX A-2 Program-Specific Clauses
- _____ APPENDIX E-1 Proof of Workers' Compensation Coverage
- _____ APPENDIX E-2 Proof of Disability Insurance Coverage
- _____ APPENDIX H Federal Health Insurance Portability and Accountability Act
Business Associate Agreement
- _____ APPENDIX _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

. Contract No. _____

CONTRACTOR

. STATE AGENCY

By: _____
(Print Name)

. By: _____
(Print Name)

Title: _____

. Title: _____

Date: _____

. Date: _____

State Agency Certification:
"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)

) SS:

County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

. STATE COMPTROLLER'S SIGNATURE

Title: _____

. Title: _____

Date: _____

. Date: _____

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event the STATE shall notify the contractor immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as “Funding Amount for Initial Period” on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in

the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment

procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

G. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

IV. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

V. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and **by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:**

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1

(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL

DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.

2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

- iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
- i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports,

disclosures, comments and opinions required under these publications should be so noted in the audit report.

- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
 - a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the

entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative

agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are

constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.

9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

Attachment 2: RMHP Relevant National and State Goals

Goal	HHS Action Plan to Reduce Racial and Ethnic Health Disparities	National Stakeholder Strategy for Achieving Health Equity	Health People 2020	New York State Prevention Agenda Toward the Healthiest State
Goals and Associated Strategies				
1	<p>Transform Health Care Strategy I.A. Reduce disparities in health insurance coverage and access to care</p> <p>Strategy I.B. Reduce disparities in access to primary care services and care coordination</p> <p>Strategy I.C. Reduce disparities in the quality of health care</p>	<p>Health System and Life Experience: Improve access to quality care, including: children’s services for mental health, oral health, vision, hearing, nutrition, and physical activity; and services for older adults. Address social determinants of health through work on issues such as improved high school graduation rates and policies intended to create social, physical, and economic environments in which children can succeed.</p>		<p>Reduce or eliminate racial, ethnic and socioeconomic health disparities where they exist.</p>
2	<p>Strengthen the nation’s health and human services infrastructure and workforce</p> <p>Strategy II.A. Increase the ability of all health professions and the healthcare system to identify and address racial and ethnic health disparities</p> <p>Strategy II.B. Promote the use of community health workers and Promotoras</p> <p>Strategy II.C. Increase the diversity of the health care and public health workforces</p>	<p>Cultural and Linguistic Competency: Improve diversity in the work force, increasing opportunities to recruit minorities into the health professions. Also, improve cultural competency by supporting better interpreting and translation services and training more community health workers to serve as liaisons between patients and clinicians.</p>		<p>Calls on <u>local health departments</u> and hospitals to identify two or three of the ten Prevention Agenda priorities and to work with community providers, insurers, community based organizations and others to address them. Statewide program and policy initiatives will complement local efforts.</p> <p>A call to action to local health departments, health care providers, health plans, schools, employers, and businesses to collaborate at the community level to improve the health status of New Yorkers through increased emphasis on prevention.</p>

Attachment 2 (continued): RMHP Relevant National and State Goals

Goal	HHS Action Plan to Reduce Racial and Ethnic Health Disparities	National Stakeholder Strategy for Achieving Health Equity	Health People 2020	New York State Prevention Agenda Toward the Healthiest State
Goals and Associated Strategies				
3	<p>Advance the health, safety, and well-being of the American people</p> <p>Strategy III.A. Build community capacity to implement evidence-based policies and environmental, programmatic, and infrastructure change strategies</p> <p>Strategy III.B. Conduct and evaluate pilot tests of health disparity impact assessments of selected proposed national policies and programs</p>	<p>Awareness: Increase public understanding of health disparities by developing partnerships, communications strategies, and new approaches to putting the issues prominently on organizational agendas.</p>	<p>Achieve health equity, eliminate disparities, and improve the health of all groups.</p>	<p>Prevent health problems before they occur, or before they worsen.</p> <p>Involve a wide range of organizations and community members in developing community health plans that identify and address problems that affect the health of New Yorkers.</p>
4	<p>Advanced scientific knowledge and innovation</p> <p>Strategy IV.A. Increase the availability and quality of data collected and reported on racial and ethnic minority populations.</p> <p>Strategy IV.B. Conduct and support research to inform disparities reduction initiatives</p>	<p>Data, Research and Evaluation: Acquire and analyze data to enhance decisions through better research coordination, and promote the translation of evidence-based research into practice.</p>		
5	<p>Increase efficiency, transparency, and accountability of HHS programs</p>	<p>Leadership: Build the capacity to create community solutions, improve the coordination of funding, and set priorities. Invest in youth, preparing them to be future leaders.</p>		

Attachment 3: RMHP Logic Model

Contributing Factors	Strategy (Year 01)	Intervention/Practice/Activity	Outcomes	Performance Measure
<p>The demographics of rural America are rapidly changing. For example, Spanish-speaking immigrants, mainly from Mexico, are moving to rural areas in unprecedented numbers, trickling into the corridors of rural health care facilities for treatment and social services.</p> <p>Rural racial/ethnic minorities constitute a forgotten population. That is, information regarding racial/ ethnic minorities in rural areas is sparse; rural racial/ ethnic minorities are among the most understudied and underserved of all groups in the United States.</p> <p>Research assessing rural racial and ethnic minorities is seldom conducted; aggregated rural statistics tend to reflect the White population; when insured, rural racial/ethnic minorities are more likely than White rural residents to rely on public insurance.</p> <p>The 1985 Secretary’s Task Force on Black and Minority Health acknowledged the critical need to develop rich data systems and conduct culturally relevant research to understand and reduce health disparities among population subgroups.</p>	<p>Conduct/Review needs and assets assessments</p>	<p>EACH APPLICANT MUST DESCRIBE THE NEEDS AND ASSETS ASSESSMENT STEPS THAT WILL BE CARRIED OUT BY THE RURAL NETWORK AND ITS PARTNERS OR PROVIDE BACKGROUND INFORMATION RELATIVE TO THE PREVIOUSLY CONDUCTED NEEDS/ASSETS ASSESSMENTS AND OUTLINE THE REVIEW PROCESS PROPOSED.</p> <p>AT A MINIMUM, DESCRIBE HOW YOU PLAN TO ENSURE :</p> <ul style="list-style-type: none"> ▪ESTABLISHMENT OF ASSESSMENT COMMITTEE ▪EXAMINATION OF DATA AND DATA GAPS ▪CREATION AND IMPLEMENTATION OF A DATA COLLECTION PLAN (SEE TEMPLATE PROVIDED) ▪ANALYSIS, AND INTERPRETATION OF DATA ▪IDENTIFICATION AND PRIORITIZATION OF INTERVENTIONS BASED ON NEEDS AND ASSETS ASSESSMENT <p>(Refer to references/resources provided for guidance)</p>	<p>Baseline data on health care access and related health needs of rural Racial, ethnic and underserved populations in the rural areas targeted.</p> <p>Baseline knowledge of rural resources/assets available for improving health care access for Racial, ethnic and underserved populations in targeted areas.</p>	<ol style="list-style-type: none"> 1.Number and type of sectors (e.g. organizations, institutions, residents) comprising the assessment committee and participating in the needs and assets assessment 2.Number and type of data sources identified and utilized 3.Number and type of data gaps identified 4.Number and type of health care access and other health needs identified for Racial, ethnic and underserved populations in the rural areas targeted. 5.Number and type of resources/assets identified and mapped 6. Number of interventions prioritized.

Attachment 3: RMHP Logic Model (continued)

Contributing Factors	Strategy (Year 02)	Intervention/Practice/Activity	Outcomes (Required)	Performance Measure (Required)
<p>There are differences in obstacles faced by health care providers and patients in rural areas compare with those faced by providers and patients in urban areas. Some barriers are geographic and some are cultural.</p> <p>Lack of available professional staff (e.g., only about ten percent of physicians practice in rural America despite the fact that nearly one-fourth of the population lives in these areas)</p> <p>Many rural clients are isolated.</p> <p>Rural residents tend to be poorer (on the average, per capita income is \$7,417 lower than in urban areas, and rural Americans are more likely to live below the poverty level. The disparity in incomes is even greater for minorities living in rural areas. Nearly 24% of rural children live in poverty)</p> <p>Rural residents are less likely to have employer-provided health care coverage or prescription drug coverage, and the rural poor are less likely to be covered by Medicaid benefits than their urban counterparts.</p> <p>In most instances, it will take special initiatives, such as targeted funding and ethnic minority advocates, to address the needs of rural ethnic minorities.</p>	<p>Implementation and evaluation of interventions.</p>	<p><u>PART 1</u></p> <p>EACH APPLICANT MUST DESCRIBE AT LEAST ONE INTERVENTION THAT THE RURAL NETWORK AND PARTNERS WILL IMPLEMENT IN YEAR 02 BASED ON THE NETWORK'S CURRENT KNOWLEDGE OF AND EXPERIENCE WITH THE HEALTHCARE NEEDS OF RACIAL, ETHNIC AND UNDERSERVED POPULATIONS AND REQUIRED OUTCOMES AND MEASURES</p> <p><u>PART 2</u></p> <p>THE SUCCESSFUL APPLICANT WILL IDENTIFY AT LEAST ONE MORE INTERVENTION TO BE IMPLEMENTED IN YEAR 02 BASED ON FINDINGS OF THE NEEDS AND ASSETS ASSESSMENTS, REQUIRED OUTCOMES, AND MEASURES</p>	<p>Increased coordination of healthcare access services for racial, ethnic, and underserved populations in targeted areas</p> <p>Increased use of health care services by racial, ethnic, and underserved populations participating in the RMHP</p>	<p>1.Number of partnerships facilitated and/or established to enhance coordination and collaboration of efforts to address health disparities</p> <p>2.Number of racial and ethnic minorities and rural underserved populations (unduplicated) participating in the RMHP by race/ethnicity, gender, and age range</p> <p>3.Number and type of RMHP intervention(s) addressing individual level factors (e.g., individual awareness, knowledge, attitudes, perceptions, satisfaction, skills, behaviors)</p> <p>4.Number and type of RMHP interventions addressing community or environmental level factors (e.g., community norms and valued, access to and availability of goods and services in the community (including healthcare), social capital and community supports, policies supportive of community health and wellness</p> <p>5. Number and type of RMHP interventions addressing systems-level factors (e.g., infrastructure, resources, capacity; leadership, commitment and sustainability; coordination and collaboration; user-centered design such as culturally and linguistically appropriate services or enhanced workforce diversity; improved data collection, analysis, and use for planning and decision-making; dissemination and use of research and evaluation results.</p>

Attachment 4: RMHP Data Collection Plan: Year 01 (Complete Columns 2, 3, 4 & 5 for each performance measure).

Performance Measure (1)	Instrument/Data Source (2)	Location of Data (3)	Frequency of Collection (4)	Person Responsible for Collection (5)
1.Number and type of sectors (e.g. organizations, institutions, residents) comprising the assessment committee and participating in the needs and assets assessment				
2.Number and type of data sources identified and utilized				
3.Number and type of data gaps identified				
4.Number and type of health care access and other health needs identified for racial, ethnic, and underserved populations in the rural areas targeted				
5.Number and type of resources/assets identified and mapped				
6. Number of interventions prioritized.				

Attachment 4 (continued): RMHP Data Collection Plan: Year 02 (Complete Columns 2, 3, 4 & 5 for each performance measure).

Performance Measures (1)	Instrument/Data Source (2)	Location of Data (3)	Frequency of Collection (4)	Person Responsible for Collection (5)
1.Number of partnerships facilitated and/or established to enhance coordination and collaboration of efforts to address health disparities				
2.Number of racial, ethnic, and underserved populations (unduplicated) participating in the RMHP by race/ethnicity, gender, and age range				
3.Number and type of RMHP intervention(s) addressing individual level factors (e.g., individual awareness, knowledge, attitudes, perceptions, satisfaction, skills, behaviors)				
4.Number and type of RMHP interventions addressing community or environmental level factors (e.g., community norms and valued, access to and availability of goods and services in the community (including healthcare), social capital and community supports, policies supportive of community health and wellness				
5. Number and type of RMHP interventions addressing systems-level factors (e.g., infrastructure, resources, capacity; leadership, commitment and sustainability; coordination and collaboration; user-centered design such as culturally and linguistically appropriate services or enhanced workforce diversity; improved data collection, analysis, and use for planning and decision-making; dissemination and use of research and evaluation results.				

Attachment 5: Sample Letter of Interest

Date:

Wilma E. Waithe, PhD
Director, Office of Minority Health
New York State Department of Health
ESP, Corning Tower, Room 780
Albany, NY 12237-0092

Re: Rural Minority Health Program (RFA #:)

Dear Dr. Waithe:

On behalf of _____ (Name of Organization), I hereby inform you that we are interested in applying for the Rural Minority Health Program RFA, and request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA.

The application will be submitted in time to be received at the designated address on or before the deadline of 5:00 on October 26, 2011.

Sincerely,

Name
Title
Address
Email

Attachment 6: Application Cover Page

Agency Name*: _____

Agency's Federal ID Number: _____

Contact Person (please type or print)**: _____

Contact Person's Signature: _____

Title: _____

Address: _____

County/Borough: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Please check Yes or No:

- Yes No Applicant is an existing NYS designated rural health network operating within one of the four regions identified within this RFA, whose makeup includes providers from rural areas, and whose existing infrastructure can accommodate a Rural Minority Health Program as described in this RFA.
- Yes No Applicant is a non-profit organization.
- Yes No Applicant has three (3) years experience in effective oversight of administrative, fiscal, and programmatic aspects of government, foundation or other grant-makers in health contracts, including timely and accurate submission of fiscal and program reports.
- Yes No Applicant has five (5) years experience functioning as a rural health network
- Yes No Applicant has knowledge of and experience with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities and the National Stakeholder Strategy for Achieving Health Equity.

Signature (attesting to the truthfulness of this submission)

Date

*If applicant name differs from the contracting agency, briefly explain the relationship:

****All official correspondence will be mailed to the attention of this person.**

Attachment 7: Application Checklist

New York State Department of Health
Office of Minority Health
Rural Minority Health Program

Application Checklist

Submit two originals and three (3) complete copies of your application. Arrange the application in the following chronological order.

- Application Cover Page
Complete **Attachment 6**
- Project Summary (Page Limit: 1 Double Spaced Page)
- Service Region Description (Page Limit: 1 Double Spaced Page)
- Experience and Outcomes (Page Limit: 1 Double Spaced Page)
- Project Workplan (Page Limit: 10 SINGLE Spaced Pages)
Complete **Attachment 3** and **Attachment 4**
- Budget and Budget Justifications
Complete **Attachments 9 & 10**
- Vendor Responsibility Questionnaire [Required only if you choose not to submit online]
Complete **Attachment 8**

Attachment 8: Vendor Responsibility Questionnaire

VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:	5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above	10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:	13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):		
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*
b) <input type="checkbox"/> Sole Proprietor	Date Established	
c) <input type="checkbox"/> General Partnership	Date Established	

d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
*If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS’ COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE
18. Is the vendor certified in New York State as a (check please): <input type="checkbox"/> YES <input type="checkbox"/> No <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women’s Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? Please provide a copy of any of the above certifications that apply.			
19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <input type="checkbox"/> YES <input type="checkbox"/> No <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>			
20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:			
a) An elected or appointed public official or officer? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.</i>			

b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? Yes No

List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.

c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? Yes No

List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.

d) An officer of any political party organization in New York State, whether paid or unpaid? Yes No

List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.

21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process

a) Yes No

1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; **or**
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of: Yes No

1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;
2. state or federal environmental laws;
3. unemployment insurance or workers' compensation coverage or claim requirements;
4. Employee Retirement Income Security Act (ERISA);
5. federal, state or local human rights laws;
6. civil rights laws;
7. federal or state security laws;
8. federal Immigration and Naturalization Services (INS) and Alienage laws;
9. state or federal anti-trust laws; or
10. charity or consumer laws?

For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.

22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? Yes No

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, Yes No in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?

Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.

<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) file returns or pay New York State unemployment insurance? c) <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed.</i> <i>If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

City, State, Zip

Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

Attachment 9: Application Budget Format and Instructions

General Information

All expenses for your project must be in line item detail on the forms provided. New York State funds used for indirect costs may not exceed ten percent (10%) and must be fully itemized and justified.

Complete all attached budget forms. Assume a twelve (12) month budget, with a September 1, 2011 start date. Complete **Attachment 12 (Budget Narrative and Justification)** for each of the two proposed years of the project.

Budget Narrative/Justification Forms

Use Attachment 11 to justify/explain the expenses included in the Budget Request. The justification must show all items of expense and the associated costs. For example, if the total travel cost is \$1,000, show how that amount was determined – conference, local travel, etc. Provide an explanation of how expenses relate to the goals and objectives of the project.

Personnel Services

Include a description for each position and the annual salary (or rate per hour if non-salaried or if hourly) and percentage of time spent on various duties. Contracted or per diem staff should not be included in personnel services. These expenses should be shown as consultant or contractual services under non-personnel services.

Fringe Benefit Rate

Specify the components (FICA, Health Insurance, Unemployment Insurance, etc.) and their percentages that comprise the fringe benefit rate. Then, total the percentages to show the fringe benefit rate used in the budget calculations. If different rates are used for different positions, submit a Form 2 for each rate and specify which positions are subject to which rate.

Non-Personnel Services

Any item of expense not applicable to the following non-personnel services must also be listed along with a justification of need.

Supplies and Materials – Delineate the items of expense and estimated cost of each item along with justification of their need.

Travel – Delineate the items of expense and estimated cost (i.e. travel costs associated with conferences, including transportation, meals, lodging, and registration fees) and estimated cost along with a justification need. Costs should be based on the applicant organization's applicable travel reimbursement policy.

Consultants/Per Diem/Contractual Services – Provide a justification of why each service listed is needed. Justifications should include the name of the consultant or contractor, the specific service(s) to be provided, and the time frame for the delivery of services. The cost for each service should be fully justified.

Equipment – Specify each piece of equipment and estimated cost along with a justification of need. Equipment costing less than \$500 should be included in the Supplies and Materials category. Anticipated equipment purchases of \$500 or more should be included in the equipment line.

Budget: Summary Budget

Complete the Summary Budget table provided in Attachment 11. This table should be completed last and will include all lines set forth in the Justification, including a total for all Personal Services, Non-Personal Services and the Grand Total.

Attachment 10: Budget Narrative/Justification Attachment

Application Budget Justification Form – One Year

Budget Period: From _____ to _____

Applicant: _____ RFA Number: _____

This form should be used by applicants to provide a detailed budget justification. For each line item provide a full description of the item, justification of the need for the item as it relates to the goals and objectives of the project and explanation of how costs were determined.

**Note: Year One Budget Requests must not exceed \$9,000; and
 Year Two Budget Requests must not exceed \$8,250
 in total annual New York State Department of Health (NYSDOH) funds.**

PERSONNEL \$ _____

Name	Position	Salary	% Effort	NYSDOH Share

Complete the items shown above for each position and briefly describe the duties for each.

FRINGE BENEFITS \$ _____

Indicate the percentage used for each fringe benefit category (i.e., Workmen’s Compensation, Health Insurance, etc.)

TOTAL PERSONNEL \$ _____

SUPPLIES & MATERIALS \$ _____

List the type of supplies/materials, its RMHP purpose, quantity and cost.

Product Description	RMHP Purpose	Quantity	Unit Cost	Total Cost
Total Supplies & Materials:				

TRAVEL \$ _____

Local – include the name of each traveler, destination(s), number of miles and number of trips.

Out of town – list and breakdown costs for EACH trip indicating traveler, destination(s), event, number of days, airfare, hotel, per diem, etc.

Note: The Travel line item is for applicant organization staff only. All other travel must be shown in the line item that is designated “other”.

CONSULTANTS/PER DIEM/CONTRACTUAL SERVICES \$ _____

Include the name of the consultant or contractor, the specific service(s) to be provided, and the time frame for the delivery of services.

EQUIPMENT \$ _____

List the type of equipment, its RMHP purpose, who will utilize the equipment, where it will be located, quantity, and cost.

Product Description and Model Number	RMHP Purpose	Assigned to	Location	Quantity	Unit Cost	Total Cost
Total Equipment:						

OTHER \$ _____

List and indicate cost for each item with a description of the need for purposes of the funded program. Specify what budget items are included under “other”, and describe the RMHP purpose, quantity and cost.

TOTAL NON-PERSONNEL \$ _____

TOTAL BUDGET REQUEST \$ _____

Summary Budget

Budget Period: From _____ to _____

Applicant _____

RFA Number _____

Budget Line Items	Requested from NYSDOH	Other Funds Committed to the Project	In-Kind Project Support	Total Budget
I. Personnel Project Positions:				
1.	\$	\$	\$	\$
2.	\$	\$	\$	\$
3.	\$	\$	\$	\$
Fringe Benefits (___%)	\$	\$	\$	\$
Total Personnel	\$	\$	\$	\$

II. Non-Personnel Line Items (examples):	Requested from NYSDOH	Other Funds Committed to the Project	In-Kind Project Support	Total Budget
Supplies & Materials	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Consultants/Per Diem/ Contractual Services	\$	\$	\$	\$
Equipment	\$	\$	\$	\$
Other (Specify)	\$	\$	\$	\$
Total Non-Personnel	\$		\$	\$

GRAND TOTAL	\$	\$	\$	\$
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