

RFA Number: 1112210458

**New York State Department of Health
Center for Community Health
Division of Family Health
Bureau of Maternal and Child Health**

Request for Applications

***Assets Coming Together for Youth:
Center of Excellence***

KEY DATES

RFA Release Date:	March 7, 2012
Questions Due:	March 21, 2012
RFA Updates & Questions & Answers Posted:	April 6, 2012
Letter of Interest Due:	April 9, 2012
Applications Due:	April 24, 2012 by 5:00 p.m.
DOH Contact Name & Address:	Barbara Leo Adolescent Health Unit Bureau of Maternal and Child Health New York State Department of Health Corning Tower Building, Room 878 Empire State Plaza Albany, NY 12237

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ACT for Youth Center of Excellence

I. Introduction

A. Purpose

This Request for Applications (RFA) will fund one ACT for Youth Center of Excellence (COE), with total annual funding of \$1,000,000, to promote a standard of excellence among New York State Department of Health (NYSDOH) funded adolescent pregnancy prevention programs and other adolescent health programs statewide. These initiatives focus on the promotion of healthy adolescent development to encourage transition into healthy young adulthood. Program efforts include primary prevention activities to promote healthy behaviors and decrease adolescent pregnancy and STD rates and secondary prevention activities, which focus on early detection, healthy outcomes and a decrease in racial/ethnic disparities.

New York State (NYS) has been a national leader in the provision of programming to improve adolescent health. Through a strong partnership with the NYSDOH, the COE will evaluate the utilization of evidence-based programs for specific target populations, ensure the implementation of evidence-based programs with fidelity, provide expertise related to the adaptation of evidence-based practices as needed, and evaluate programmatic outcomes associated with evidence-based programs. The COE will provide training for the adolescent pregnancy prevention programs on best practice models across the continuum of adolescent sexual health and adapting these practices to specific communities. Serving as the focal point for research, information, and guidance, the COE is a bridge between research, policy, principles, and practice for the adolescent health programs, the NYSDOH, its state level partners, and communities. The COE provides training and technical assistance to the adolescent pregnancy prevention programs and will develop and execute evaluation of these programs, including data collection and analysis, based on relevant health outcomes and the principles of youth development.

B. Background

The COE concept was created in 2000 to work with NYSDOH and DOH-funded youth-serving programs to serve as a resource on best practices related to adolescent health and youth development. Since this time, the COE has supported DOH by providing training, technical assistance, resources and research in the areas of community development, adolescent health with an emphasis on adolescent sexual health, youth development, selection and implementation of evidence-based programs, and program evaluation to funded youth-serving organizations across NYS. The COE provides expertise and resources (staff, web site, on-line library of research and materials, access to national experts in a variety of disciplines related to adolescents), which are made available to programs through in-person meetings, webinars and training workshops.

In 2009, the contracted COE worked in partnership with NYSDOH to facilitate an adolescent sexual health symposium. The symposium was held with national experts on adolescent sexual health and teen pregnancy prevention and key stakeholders from across the state to review data,

research and best practices, share experiences from practice and make recommendations for future programming. Additionally, 27 youth focus groups were conducted by the COE in order to learn more about how young people across NYS acquire information about sexual health and access services and care, as well as providing a forum for young people to share their ideas on how to improve adolescent sexual health to guide ongoing NYSDOH planning efforts. Focus groups were also conducted by the COE with parent groups to learn more about how they view their role in discussing sexual health with their children, as well as the community resources that are available to improve their knowledge, if needed. Both the symposium and focus groups provided input from experts and stakeholders to inform and provide guidance to the NYSDOH for future initiatives. This and other COE activities have been integral to NYSDOH's development of initiatives focused on improving adolescent sexual health outcomes.

The COE has served as a statewide resource on youth development. Effective youth development focuses on helping young people reach their full potential and on improving the environments (families, communities, schools, etc.) in which young people spend their time. The COE will be a member of the NYS Youth Development Team and provide limited assistance and guidance to many of its member agencies as directed by NYSDOH. The NYS Youth Development Team was formed in 1998 to enhance coordination of youth programs and promote positive youth development through a cross-system partnership. Over 40 leaders from New York's health, education, and human service agencies, statewide not-for-profit organizations, and universities are actively working together to promote effective strategies for positive youth development among youth-focused programs (see Attachment 1 for the Team Membership List).

C. Problem/Issues

The COE funded through this initiative will be an essential support to NYSDOH's adolescent health initiatives, specifically related to promoting optimal sexual health for all young people in the state. The need for an ongoing COE is demonstrated by the need for constant and consistent emphasis on improving the sexual health outcomes and reducing the negative impact of unintended pregnancy, STDs and HIV on the population of young people in the New York State.

The 2009 NYS Youth Risk Behavior Survey indicated an average of 42.0% of all high school students in 9th through the 12th grades (9th grade 26.4%, 10th grade 37.3%, 11th grade 46.2% and 12th grade 61.8%) have had sexual intercourse. Of the students responding, 51.7% were Black, 48.2% Hispanic, 39.8% White and 13.8% Asian. An analysis of the National Longitudinal Study of Adolescent Health conducted by Cheng and Udry (2002) demonstrated that on average 43.2% of students with disabilities in grades seven through 12 were sexually active. Unintended pregnancies, STDs and HIV among young people in NYS occur disproportionately among young people of color, particularly African-American and Latino youth. In 2008, among 15-17 year olds, the pregnancy rates were 23.9, 62.9 and 65.3 per 1000 for white, Black and Hispanic females, respectively. Currently, STD rates remain highest in the 15 to 24-year-old population, with an estimated prevalence of one of every two sexually active persons having a STD by age 25.

The following statistics exemplify the need for improving the sexual health outcomes for NYS

youth:

- In NYS during calendar year 2009, there were 36,230 pregnancies among young females ages 15 to 19, and 828 among females under the age of 15.
- In NYS during calendar year 2008, there were 4,901 young people (ages 13 to 24) living with HIV/AIDS.
- In NYS during calendar year 2008, 70,010 cases of early syphilis (under one year's duration), gonorrhea and Chlamydia were reported among young people (ages 15 to 24). This number represented 63% of the total cases reported in the State (while young people ages 15 to 24 represent only 14% of the total population of the State).

Funding is provided to promote adolescent health through the following programs:

- Comprehensive Adolescent Pregnancy Prevention (CAPP) - 50 community projects serve 10 to 21 year olds throughout the state providing comprehensive sexuality education, access to reproductive healthcare, adult preparation support and community coordination.
- Comprehensive Adolescent Pregnancy Prevention- Personal Responsibility Education Program (CAPP-PREP)- eight community projects associated with the federal PREP funding also provide comprehensive sexuality education, access to reproductive healthcare, adult preparation support and community coordination.
- New York Promoting and Advancing Teen Health (NYPATH) - Columbia University Mailman School of Public Health provides professional education statewide for community healthcare providers (physicians, nurse practitioners, and physician assistants) who serve adolescents in primary and specialty care settings. The COE will function as a resource on emerging adolescent topics and facilitate potential resources for these trainings. See Attachment 2 for a further description of this initiative.
- Title V State Abstinence Education Grant Program - NYSDOH has received federal funding and is developing an initiative to support mentoring, counseling and adult supervision programs for youth, ages 9 to 12, residing in high-need communities in the state. Funded programs will focus on increasing/enhancing the target population's developmental assets that provide protection from engaging in risky behaviors (e.g. initiation of sexual activity).

The COE will provide training and technical assistance to the CAPP and CAPP-PREP programs on the implementation of evidence-based programming with fidelity and ensure the selection of appropriate curricula related to the target audience; and will work with NYSDOH to develop and conduct the data collection, analysis and evaluation for these projects. For more information on the CAPP initiative, please visit: <http://www.health.state.ny.us/funding/inactive.htm#rfa> and see Inactive Grants/Funding Opportunities, Comprehensive Adolescent Pregnancy Prevention (CAPP). The COE will also provide training and technical assistance for community-based programs funded through the AEGP, and conduct the evaluation of the programs funded through this initiative. They will assist in identifying topics and resources for the Improving Community Healthcare Service for Adolescents initiative.

II. Who May Apply

A. Minimum Eligibility Requirements

Lead applicant must be not-for-profit and may include:

- Academic and research institutions; and
- Teaching hospitals/medical centers.

Applicants should demonstrate an in-depth knowledge and experience in translational research and/or support of research-to-practice; in-depth knowledge and experience in the development and evaluation of community-based programs; and, an in-depth knowledge of youth development principles and practices. Applicants must employ a Project Director who will be responsible for ACT for Youth COE administration, operation and oversight. This individual will be accessible full-time for communications, including e-mail, and will attend meetings with DOH along with other appropriate staff.

The application must identify one lead organization; however the applicant may include collaborations with other appropriate agencies to meet the statewide needs of this RFA. The lead agency or one of the collaborating agencies needs to be a not-for-profit entity. In-kind funds of at least \$150,000 from the lead agency are required. These funds may not be used as a match on any other grant. Failure to adhere to this in-kind requirement will result in disqualification.

Please note: APPLICATIONS NOT MEETING THE MINIMUM ELIGIBILITY REQUIREMENTS WILL NOT BE REVIEWED.

B. Preferred Eligibility Requirements

Successful applicants will demonstrate:

- Experience related to adolescent health and ability to develop resources and services related to multiple adolescent health topics, including experience in translational research and/or support of research-to-practice.
- In-depth knowledge and experience in the implementation and evaluation of evidence-based programs; and the development and evaluation of community-based program models.
- A capacity and commitment to augment grant funds with in-kind services.

III. Project Narrative/Work Plan Outcomes

A. Expectations of the Project

The COE will play a critical role in assisting NYSDOH to ensure that funded adolescent health programs, with a focus on sexual health, are provided with the training, technical assistance and resources to implement program strategies and services that achieve intended outcomes. In this role, the COE will provide training on selecting and implementing NYSDOH and federally approved evidence-based models across the continuum of comprehensive adolescent sexual health, as well as adapting these models to specific communities and target populations, if needed. The COE will review the latest research and best practices regarding adolescent health,

and will assist NYSDOH in collecting and analyzing program data and evaluating the outcomes of the services provided by the funded community-based organizations serving youth. The COE will also develop a network of leading adolescent medicine experts across NYS and nationally to serve as a resource for health care provider education related to adolescent and young adult health. The COE is expected to designate a Project Director who will be responsible for ACT for Youth COE administration, operation and oversight and accessible full-time for communications, including e-mail, and will attend meetings with DOH along with other appropriate staff.

The COE will act as a clearinghouse for the most current, research-based best practices in adolescent health and adolescent sexual health, youth development and community building and provide guidance in developing and implementing activities to promote and support positive youth behaviors in communities. The COE is expected to incorporate the expertise of young people, parents/caregivers and other involved adults, community leaders, academicians, community-based organizations, the corporate sector, leaders from communities of faith, as well as the racial, ethnic and cultural strengths and qualities of consumers into the services that are delivered.

B. Scope of Work for the Center of Excellence

The activities to be conducted by the COE, as determined by NYSDOH include, but are not limited to:

- a. Provide training on a variety of relevant topics and technical assistance to funded adolescent health and adolescent pregnancy prevention programs (CAPP, CAPP-PREP and AEGP).
- b. Assist CAPP and CAPP-PREP programs on the implementation of evidence-based programs with an emphasis on ensuring fidelity to the program models and effective adaptations.
- c. Establish strategies to evaluate achievement of short, intermediate and long-term outcomes specific to the adolescent pregnancy prevention program models. The COE will establish methods for collecting and analyzing data for evaluating the effectiveness of funded adolescent pregnancy prevention programs (CAPP, CAPP-PREP, and AEGP), and program models.
- d. Serve as a clearinghouse for materials and other resources for NYSDOH funded adolescent health programs and others interested in these content areas, including the development of appropriate technology targeted to youth, parents, community-based program staff, and other interested adults. Maintain a web site for professionals and other interested adults for resources, best practices, and relevant research; and maintain an adolescent health website for young people.
- e. Provide expert consultation to NYSDOH on emerging policy and program needs related to adolescent health.
- f. Convene an annual meeting of DOH-funded youth serving programs.
- g. Facilitate an active statewide youth network to participate in the development of educational materials for NYSDOH and advise on issues important and relevant to youth in NYS.
- h. Participate on the Youth Development Team and provide assistance to the team leaders for scheduling meetings and educational speakers under the direction of the NYSDOH.

- i. Assist NYSDOH and the Improving Community Healthcare Services for Adolescents initiative (described in I. C.) in the development of education on adolescent health topics for community-based health care providers working with adolescents and young adults.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health, Bureau of Maternal and Child Health, Division of Family Health, Center for Community 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 must be submitted in writing to:

Barbara Leo
Adolescent Health Unit
Bureau of Maternal and Child Health
New York State Department of Health
Corning Tower Building, Room 878
Empire State Plaza
Albany, N. Y. 12237
bjl03@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via telephone by calling Barbara Leo at 518-473-6172. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on the Department's public website at: <http://www.health.ny.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a

Request for Questions and Answers (see Attachment 4). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

Submission of a letter of interest 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 the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.*

Barbara Leo
Adolescent Health Unit
Bureau of Maternal and Child Health
New York State Department of Health
Corning Tower Building, Room 878
Empire State Plaza
Albany, N. Y. 12237

Applicants shall submit **one** original, signed application and four complete copies, **including attachments**. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications will not be accepted via fax or e-mail.**

* It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

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

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- 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 be multi-year and have the following time period: July 1, 2012 through June 30, 2017. Contracts will be written for a five-year term with no annual renewals; budgets will be negotiated during the contracting phase. One budget for each year of the term will be required, i.e., five total.

G. Payment & 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 QUARTERLY vouchers and required reports of expenditures to the State's designated payment office:

NYS Department of Health
Division of Family Health, Fiscal Unit
Corning Tower, Room 878
Albany, N.Y. 12237-0657

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 518-474-6019. 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 will be: Payment will be for reimbursement of costs incurred on a quarterly basis contingent on the timely submission of acceptable required reports.

3. The grant contractor will be required to submit the following periodic reports:
quarterly progress reports

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

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation.

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractors 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, 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

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 A-2 Program Specific Clauses

APPENDIX B - Detailed Budget

APPENDIX C - Payment and Reporting Schedule

APPENDIX D - Work plan

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**:

- **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 you receive an award.

V. Completing the Application

A. Application Content

Respond to each of the statements and questions listed below. Number/letter your narrative to correspond to each question in the order presented. Be specific and complete in your responses. Do not leave any question blank.

1. Application Cover Page

A form is provided to serve as the cover page for the application (Attachment 6). All requested information should be supplied on this form. **The cover page will not count toward the page limit.**

2. Statement of Assurances

The applicant should complete and sign the attached letter of assurances (Attachment 7). The letter should be signed by the Chief Executive Officer of the applicant organization or the CEO's designee. **The letter of assurances will not count toward the page limit.**

3. Program Summary

Summarize your proposed program for a Center of Excellence to provide expertise and technical assistance to NYSDOH and NYSDOH funded adolescent pregnancy prevention programs

statewide related to the Scope of Work description in Section III., B. Describe the intent of the initiative, the population(s) to be served, the scope of activities, and anticipated outcomes.

Please note that this is the only section of the application that may be single-spaced. Please limit the Program Summary to two pages or less. The program summary will not count toward the page limit.

4. Statement of Need

(10 points)

Page limit - 2 pages

- a. Identify how your organization will determine the training and technical assistance needs of NYSDOH funded CAPP, and CAPP-PREP adolescent pregnancy prevention programs related to the implementation of evidence-based programs with an emphasis on ensuring fidelity to the program models and effective adaptations; and, how your organization will determine the training and technical assistance needs of all adolescent pregnancy prevention programs (CAPP, CAPP-PREP and AEGP).
- b. Describe the need to evaluate short, intermediate and long-term outcomes specific to evaluating the effectiveness of funded adolescent pregnancy prevention programs (CAPP, CAPP-PREP and AEGP), and program models.

5. Applicant Organizational Experience

(15 points)

Page Limit - 3 pages

- a. Describe the mission and services of your organization, and collaborating organizations (if applicable), as they relate to the goals of this initiative.
- b. Describe your organization's experience related to translational research and adolescent programming.
- c. Describe your organization's experience and expertise relating to each of the activities listed in Section III. B., Scope of Work for the Center of Excellence. Please respond to each activity separately.
- d. Describe how the proposed COE will be integrated within your organization in a way that allows for optimal program visibility and management.
- e. Describe your organization's (and collaborating organizations, if applicable) ability to provide community-focused services and support to DOH-funded adolescent health programs on a statewide basis. Provide evidence of a presence or proposed presence in all regions of the state, and of your organization's experience working with various communities within the regions. At a minimum, a physical presence should be demonstrated in the Metropolitan New York City area and an upstate location.
- f. Describe your organization's ability to provide expert consultation to NYSDOH on emerging policy and program needs related to adolescent health and how you will serve as a resource.
- g. List current associations with other state and national organizations and individuals with expertise in adolescent health, adolescent pregnancy and STD/HIV prevention and youth development. Describe how you will use these resources to provide support to this project.
- h. Include the following attachments to the application:
Attachment A: Provide a **current organizational chart** of your agency that

includes a clear representation of your proposed project. The organization chart should clearly indicate the relationship of staff to each other and to project activities and the relationship of the COE initiative to the organization's activities. This chart will not count toward the page limit.

Attachment B: Provide a **position description** for the COE Project Director. Note that this person or their designee should be accessible full-time by phone or e-mail during Department of Health business hours. Indicate this position on the organizational chart **and include a current resume if the position is currently filled. Include resumes for other key project staff.** Provide a job description for this and other key staff positions. This information is not included in the page limit.

Provide the attachments outlined above for each sub-contracted or major collaborating organization/agency.

Applications will be evaluated based on how the initiative will be integrated within the applicant and sub-contracted or collaborating organization(s); evidence of experience, capacity, and expertise in each of the areas presented in Applicant Organization Experience; how the coordinator and other key staff are integrated within the organization and the appropriateness of the coordinator's and other key staff job description/duties.

6. Project Narrative
Page Limit - 4 pages

(25 points)

- a. Describe how the COE will provide training on a variety of relevant topics and technical assistance to funded adolescent health and adolescent pregnancy prevention programs (CAPP, CAPP-PREP and AEGP).
- b. Describe how the COE will assist CAPP and CAPP-PREP programs on the implementation of evidence-based programs with an emphasis on ensuring fidelity to the program models and effective adaptations.
- c. Describe how your organization will evaluate the short, intermediate and long-term outcomes specific to the adolescent pregnancy prevention program models. Describe how you will establish a method for collecting and analyzing data for evaluating the effectiveness of funded adolescent pregnancy prevention programs (CAPP, CAPP-PREP, and AEGP), and program models.
- d. Describe how your organization will serve as a clearinghouse for materials and other resources for NYSDOH funded adolescent health programs and others interested in these content areas, including the development of appropriate technology targeted to youth, parents, community-based program staff, and other interested adults. Describe how your organization will maintain a web site for professionals and other interested adults and for youth.
- e. Describe how you will serve as an expert consultant to NYSDOH on a broad range of adolescent health related issues to support current and innovative approaches on adolescent health initiatives.

- f. Describe how you will assess the learning needs of the NYSDOH funded pregnancy prevention programs in planning/convening an annual meeting of these programs.
- g. Outline a plan for developing/enhancing a statewide youth network involving key stakeholders.
- h. Describe how you will provide assistance to the team leaders of the NYS Youth Development Team related to scheduling meetings and educational speakers under the direction of the NYSDOH.
- i. Describe how you will assist NYSDOH and the NYSDOH funded organization (Columbia University Mailman School of Public Health, see description Attachment 2) in the development of education on adolescent health topics for community-based health care providers working with adolescents and young adults.

7. Evaluation

(20 points)

Page limit - 3 pages

- a. Provide specific criteria for evaluating the impact of NYSDOH funded adolescent pregnancy prevention programs funded through CAPP (CAPP and CAPP-PREP) and AEGP on communities and the level of achievement of the desired outcomes for these programs.
- b. Provide specific criteria for evaluating the implementation of evidence-based programs with fidelity by NYSDOH funded CAPP and CAPP-PREP programs.
- c. Provide specific criteria for evaluating the level of achievement of each of the activities of the COE.
- d. Identify the method of data collection and briefly describe how analysis of the data and evaluation would be performed.
- e. Provide criteria for evaluating the level of integration of youth development principles into NYSDOH funded youth-serving organizations.
- f. Describe a format for an annual evaluation report of the DOH-funded adolescent pregnancy prevention programs related to the activities of these initiatives.

8. Work Plan

(10 points)

- a. There is no page limit for the work plan.
- b. Complete the work plan forms (see Attachment 8) to describe the proposed project goals, objectives, and activities, person responsible and measureable time frames for the proposed project. The work plan needs to be consistent with the proposed project activities as described in the Scope of Work, Section III, B.

9. Budget

(20 points)

Applicants may request up to the maximum award amount not to exceed \$1,000,000. The requested funding needs to be consistent with the proposed scope of services, reasonable, and cost effective. In-kind funds of at least \$150,000 from the lead agency are required. These funds may not be used as a match on any other grant. Applicants should demonstrate that sufficient resources will be committed to this project to provide the services outlined in the narrative section of the application. The budget narrative should integrate and support the information in

the required budget forms.

A. Budget Narrative:

1. Describe how your organization will support and provide financial oversight to the proposed COE.
2. Describe the systems that will be in place to monitor the budget and expenditures for the COE and make any needed adjustments.
3. What is the in-kind commitment to the proposed COE? What percentage of the total budget does this represent?

B. Budget Forms:

The budget pages and justification will not be counted toward the page limit.

The budget is to be submitted in the format prescribed. The applicant should carefully review the detailed instructions in Attachment 9 and submit completed budget forms that are included in Attachment 10. Applicants will develop a cost allocation methodology for compliance with grant requirements regarding administration and allowable costs using the principles applicable to your organization as outlined in Attachment 3, Grant Contract (Multi-year), Appendix A-1 (Agency Specific Clauses for All Department of Health Contracts), (3)(a) Administrative Rules and Audits. Clearly label each page of the budget with the applicant name. If the budget is not within the stated amount of funding available as indicated in Section V. C, Review and Award Process, the award amount will be adjusted downward.

As you follow the instructions and fill out the budget forms (Attachment 10) please note:

- Applicants are to submit five one-year budgets, assuming a 7/1/12 start date as follows:
7/1/12-6/30/13
7/1/13-6/30/14
7/1/14-6/30/15
7/1/15-6/30/16
7/1/16-6/30/17

Each budget should reflect the amount being requested in your application. Final budgets will be negotiated with successful applicants and are dependent upon the availability of funds. Follow the budget instructions (Attachment 9). Justification for each cost should be detailed in a supporting narrative. Ineligible items will be removed before the budget is scored and the amount requested will be reduced to reflect these changes.

- Purchase of major pieces of depreciable equipment will not be financially supported by NYS unless the equipment is shown to be vital to the project.
- In-kind funds of at least 15% from the lead agency are required. These funds may not be used as a match on any other grant. The source of the proposed match should be shown on Budget Form B-4. This match should be clearly related to adolescent health, community capacity building, and youth development activities. The match may include, but is not limited to the following: personnel costs; volunteer and/or staff donated time; facility space/estimated and/or actual room rental; travel; office supplies in support of the

initiative; donated items/incentives from local businesses, organizations or individuals; and/or cash match. The match should be comprised of non-federal funds not being used to match any other grant.

- List all personal, including a Project Director accessible full-time for communications, including e-mail, and non-personal services related to this project, regardless of funding source. Indicate the funding source for each line item as indicated on the budget forms.
- Funding is expected to be allocated to support one annual statewide meeting of DOH-funded adolescent health providers in Albany. Individual contractors will be asked to pay for travel, lodging and food outside of meeting/training times. The COE will be expected to pay for all of the rest of any expenses related to the statewide meeting or the trainings, including speakers, room rentals, equipment, food during the meeting/training (such as breaks and lunch), and any other related costs. The costs of COE travel, overnight lodging, and meals other than lunch should be included. Costs should be allocated in accordance with New York State Office of the State Comptroller guidelines. These limitations, including the current available rates, may be found by accessing the following web site: <http://osc.state.ny.us/agencies/travel/travel.htm>
- Include all staff to be associated with the proposed COE, including staff from the lead organization and from any collaborating organizations. Include names, titles, functions, and percent time to be allocated to program activities.

Funds may only be used for new activities and may not supplant funding for existing services or staff.

Applicants will be evaluated on how consistent the proposed budget is with the scope of activities to be conducted including an appropriate overall staffing pattern, how in-kind services indicate an organization's commitment to this project; and, a clear and appropriate budget justification.

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS MAY BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not be more than **12 double-spaced typed pages** (not including the cover sheet, program summary, budget and attachments: letters of support, organization chart, resumes, duties/descriptions). Applicants must use a **twelve pitch font with one inch margins** on all sides. All copies should be legible. All sections in the application should be labeled to correspond to the letters and numbers presented below. **Up to five points may be deducted from applications that do not comply with the bolded format description above.**

C. Review & Award Process

- Applicants may request up to the maximum award amount not to exceed \$1,000,000. The requested funding needs to be consistent with the proposed scope of services, reasonable, and cost effective.
- Applications meeting the minimum eligibility criteria will be reviewed and scored by a NYSDOH team of trained reviewers using a standardized review tool developed specifically for this RFA.
- An application **must** have a minimum score of 65 to be considered for funding.
- In the event of a tied score, a higher score in V. 7, Project Narrative, will break the tie.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above (or explain how).

Following the award of grants from this RFA, unsuccessful applicants may request a debriefing from the NYS DOH Division of Family Health, Bureau of Maternal and Child Health, Adolescent Health Unit no later than three months from the date of the award(s) announcement. This debriefing will be limited to a review of the strengths and weaknesses of the application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us.

VI. Attachments

- Attachment 1: Membership of Youth Development Team
- Attachment 2: Improving Community Healthcare Services for Adolescents
- Attachment 3: Multi-year Grant Contract with Appendices
- Attachment 4: Letter of Intent for Questions and Answers
- Attachment 5: Letter of Intent to Apply
- Attachment 6: Application Cover Sheet
- Attachment 7: Statement of Assurances
- Attachment 8: Work Plan Forms
- Attachment 9: Application Budget Instructions
- Attachment 10: Budget Forms
- Attachment 11: Vendor Responsibility Attestation

Youth Development Team Membership List

ACT for Youth, Center of Excellence
Association of NYS Youth Bureaus
Boys and Girls Clubs of Rochester
Capital Region NY Gang Prevention
Capital Region Student Support Services Center, Capital Region BOCES
Center for Women in Government & Civil Society
Children for Children
Children's Hospital at Strong Memorial, University of Rochester
Empire State Pride Agenda
KidsFirst
Krieger Solutions, LLC
Monroe County Department of Human Services, Youth Bureau
NYS Afterschool Network (NYSAN)
NYS Center for School Safety
NYS Commission on Quality of Care & Advocacy for Persons with Disabilities
NYS Conference of Local Mental Hygiene Directors
NYS Council on Children and Families
NYS Department of Health
NYS Department of Labor
NYS Department of Motor Vehicles
NYS Developmental Disabilities Planning Council
NYS Division of Criminal Justice Services
NYS Office for People with Developmental Disabilities
NYS Office for the Prevention of Domestic Violence
NYS Office of Alcohol and Substance Abuse Services
NYS Office of Children & Family Services
NYS Office of Mental Health
NYS Office of Temporary & Disability Assistance
NYS Permanent Judicial Commission on Justice for Children
NYS Student Support Services Center
NYS United Teachers
Schuyler Center for Analysis and Advocacy
St. Barnabas Hospital, Dept. of Pediatrics Teen Health Center
The After-School Corporation (TASC)
University of Albany School of Public Health
YMCA's of NYS, Inc.
Youth in Progress
Youth Power Families Together in New York State, Inc.

**New York State Department of Health (NYSDOH)
New York Promoting and Advancing Teen Health (NYPATH) Initiative**

Adolescents have physical, reproductive, and social healthcare needs that impact health outcomes. Promoting optimal health and addressing many of the behaviors that place youth at-risk for health problems is crucial to improve the health and safety of adolescents. This initiative provides the opportunity to increase healthcare provider's capacity related to current and emerging adolescent issues, improve primary and specialty healthcare services, and support adolescents in reaching their full potential.

Purpose

To increase the capacity of community healthcare providers statewide who serve adolescents in primary and specialty care settings to provide high quality healthcare services for adolescents.

Background

This initiative, established January 1, 2011, serves NYS practicing physicians, nurse practitioners, physician assistants and other health professionals that provide healthcare for adolescents and young adults.

Program Goals

The goals of the initiative are to:

- Increase the knowledge and skills of community healthcare providers on current and emerging adolescent health issues, with an initial focus on sexual and reproductive health.
- Improve the accessibility, utilization and quality of adolescent friendly sexual, reproductive and other preventive healthcare services.
- Improve communications between adolescents and community healthcare providers, and support adolescents in becoming informed and effective healthcare consumers.
- Identify professional development and technical assistance needs of community healthcare providers related to emerging adolescent health issues.

A collaborative effort between Columbia University Mailman School of Public Health, NYSDOH, and the DOH funded ACT for Youth Center for Excellence provides access to a rich network of experts on various topics related to adolescents.

Professional education and training opportunities will be provided through in-person statewide professional meetings, teleconferencing, DVD/CD-ROM, website clearinghouse, newsletters, email and other venues. The grantee is responsible for coordinating the availability of Continuing Medical Education (CME) credits, Continuing Education Units (CEU) and other continuing education credits for these educational opportunities

GRANT CONTRACT (MULTI YEAR)

STATE AGENCY (Name and Address): _____ . NYS COMPTROLLER'S NUMBER: _____
 New York State Department of Health

. ORIGINATING AGENCY CODE: 12000

 CONTRACTOR (Name and Address):

. TYPE OF PROGRAM(S)
 .

 FEDERAL TAX IDENTIFICATION NUMBER:

. INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable):

. FROM:

. TO:

CHARITIES REGISTRATION NUMBER:

. FUNDING AMOUNT FOR INITIAL PERIOD:

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

. MULTI-YEAR TERM (if applicable):

. FROM:

. TO:

 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 _____	_____
_____	APPENDIX _____	_____

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

Contract No. _____

CONTRACTOR . STATE AGENCY
Department of Health

By: _____ By: _____
(Print Name) (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 518-474-6019. 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.

IV. 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.

V. 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.

VI. 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-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 an 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.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ❷ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the end of the first <monthly or quarterly> period of this AGREEMENT; or
- ❷ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the

State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. 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 518-474-6019. The 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

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE <monthly or quarterly> voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

APPENDIX D

PROGRAM WORKPLAN (sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Agency Code 12000
APPENDIX X

Contract Number: _____ Contractor: _____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) _____ with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____

This will result in new contract terms of:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____ Contractor: _____

Amendment Number: X- _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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)

STATE AGENCY SIGNATURE

"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."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX A-2
PROGRAM SPECIFIC CLAUSES

1. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
2. The Department shall have the right to contact any subcontractor directly concerning the performance of the obligations contained herein and to require the attendance of the subcontractor at any or all meetings between the Contractor and the Department, at which the performance of the Contractor pursuant to this AGREEMENT will be discussed.
3. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractor's request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this AGREEMENT, or at the direction of the Department, used to provide additional services provided for under this AGREEMENT.
4. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this AGREEMENT. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.
5. PUBLICATIONS AND COPYRIGHTS
 - a. The Contractor agrees that any and all materials, publications, videos, curricula conceived, produced and/or reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall become property of the Department and shall acknowledge the support of the Department of Health with the following language: "Produced with funding from the New York State Department of Health, Division of Family Health".
 - b. The Department and the State of New York expressly reserve the right to reproduce, publish, distribute, copyright, or otherwise use, in perpetuity, any and all materials, publication, videos, curricula conceived and produced, resulting from the AGREEMENT or activity supported by this AGREEMENT.
 - c. The Contractor agrees that unless otherwise provided by the terms of this agreement, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this AGREEMENT, or permitting others to do so without the prior written consent of the Department.
 - d. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.

- e. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or the State of New York.

6. PURCHASING

- a. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
- b. Procurement records and files for purchases in excess of \$5,000 shall include the following:
 - i. basis for selection;
 - ii. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
 - iii. justification for lack of competition when competitive bids or offers are not obtained;
 - iv. basis for award cost or price.

- 7. Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary, and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this AGREEMENT. Such expenses shall be limited to the established travel reimbursement guidelines for State employees, issued by the Office of the State Comptroller.

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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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.

**Assets Coming Together (ACT) for Youth Center of Excellence
FAU # 1112210458**

LETTER TO REQUEST QUESTIONS AND ANSWERS

Insert - Agency Letterhead

Barbara Leo
Adolescent Health Unit
Bureau of Maternal and Child Health
New York State Department of Health
Corning Tower Building, Room 878
Empire State Plaza
Albany, NY 12237

Re: RFA Number: 1112210458
Assets Coming Together for Youth Center of Excellence

Dear Ms. Leo:

This letter is to request that our organization automatically receive the “Questions and Answers” document for prospective applicants related to the Assets Coming Together for Youth Center of Excellence Request for Applications.

We understand that in order to receive any Request for Application updates/modifications and answers to written questions, this letter should be received at the appropriate address by 5 p.m. on April 6, 2012.

Sincerely,

Attachment 5

**Assets Coming Together (ACT) for Youth Center of Excellence
FAU # 1112210458**

Letter of Interest

Date:

(Insert name and address)

Dear (insert **name**):

Subject: Request for applications for *Solicitation Number, (Assets Coming Together for Youth Center of Excellence)*.

On behalf of _____ (*Name of organization*),
Federal ID# _____, we hereby inform you that we are interested in applying for funding under this initiative.

The application will be submitted and/or received at the designated address on or before the deadline of April 24, 2012 by 5:00 p.m.

Yours truly,

Signature of CEO or responsible person

Telephone Area Code and Number

Title

Fax Area Code and Number (if none, indicate)

Mailing Address

E-mail Address (if none, so indicate)

Attachment 6

<p>NEW YORK STATE DEPARTMENT OF HEALTH</p> <p>APPLICATION COVER SHEET</p> <p>Assets Coming Together (ACT) for Youth Center of Excellence FAU # 1112210458</p>

APPLICANT INFORMATION

Applicant: _____

Address:

Federal Tax Identification Number: _____

Charities Registration Number: _____
(if applicable)

DUNS Number: _____

Name of Contact Person: _____

Title: _____

Telephone: _____ Fax: _____

E-Mail: _____

Amount of Grant Funds Requested: _____

List the name and address of any collaborating organizations:

Name	Address

STATEMENT OF ASSURANCES

To be eligible for approval to operate an Assets Coming Together (ACT) for Youth Center of Excellence program, the Chief Executive Officer, or designee, of the applicant organization must attest to compliance with all the statements below. An original signature in ink must appear at the bottom of the page.

- There will be a designated Project Director who will be responsible for ACT for Youth COE administration, operation and oversight. This individual will be accessible full-time for communications, including e-mail, and will attend meetings with DOH along with other appropriate staff.
- Any significant change in services, the designated Project Director’s role, staffing levels, space, or grant collaborators (if applicable) will **be reported immediately in writing** to the Department of Health, Adolescent Health Unit staff at (518) 473-6172.
- If applicable, professional and legal standards of client confidentiality will be strictly maintained per Public Health Law.
- The COE will maintain a web site for professionals and other interested adults for resources, best practices, and relevant research; and an adolescent health website for young people.
- Quarterly reports and an annual project report will be submitted to the New York State Department of Health within 45 days of the completion of the quarter.
- The State Department of Health will be given access to conduct site visits as necessary.

.....
I hereby certify that the information contained in this application is correct and in compliance with appropriate federal and state laws and regulation, and that I am the authorized representative to file this application.

CEO/Designee

Print Name _____

Signature _____

Title _____

Agency _____

Date _____

**NEW YORK STATE DEPARTMENT OF HEALTH ASSETS COMING TOGETHER
(ACT) FOR YOUTH CENTER OF EXCELLENCE INSTRUCTIONS**

**for Completing
Operating Budget and Funding Request**

Complete five one-year budgets using the amount requested in your application for each year:
7/1/12-6/30/13, 7/1/13-6/30/14, 7/1/14-6/30/15, 7/1/15-6/30/16, and 7/1/16-6/30/17.

ADMINISTRATIVE/INDIRECT COSTS

All expenses for your project must be in line item detail on the forms provided. NYS funded indirect (as a %) or administrative costs (budget line item detail) may not exceed ten percent (10%) of your budget due to federally imposed administrative caps on contract funds. Indirect costs may be charged to NYS up to 10% (balance to be put in “other source of funds” column, can be used towards your in-kind contribution), however, other administrative costs, if included in budget line item detail, may be disallowed if the 10% cap is exceeded.

BUDGET NARRATIVE/JUSTIFICATION FORMS

Form B-1: Personal Services

Form B-2: Fringe Benefit Rate

Form B-3: Nonpersonal Services

Use Forms B-1 and B-3 to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request. The justification must show all items of expense and the associated cost that comprise the amount requested for each budget category (e.g. if your total travel cost is \$1,000, show how that amount was determined - conference, local travel etc.), and if appropriate, an explanation of how these expenses relate to the goals and objectives of the project.

FORM B-1: PERSONAL SERVICES

Include a description for each position, including the percentage of time spent on various duties where appropriate, on this form. A Project Director who is accessible full-time for communications, including e-mail, and attending meetings with DOH along with other appropriate staff is required. Contracted or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under Nonpersonal Services. **See “Administrative/Indirect Costs” above regarding indirect and administrative costs.**

FORM B-2: FRINGE BENEFIT RATE

Specify the following components and their percentages comprising the fringe benefit rate: FICA & Medicare Tax, Health Insurance, Unemployment Insurance, Disability Insurance, Life Insurance, Worker’s Compensation, and Pension/Retirement (other components may be listed but require narrative justification/approval). Total the percentages to show the fringe benefit rate used in budget calculations. If positions have different fringe benefit rates, use an average for all positions.

FORM B-3: NONPERSONAL SERVICES

Any item of expense not applicable to the below categories must also be listed along with a justification of need.

See “Administrative/Indirect Costs” above regarding indirect and administrative costs.

Supplies and Materials

Provide a delineation of the items of expense and estimated cost of each along with justification of their need. Some routine supplies may be consolidated under office supplies.

Travel

Provide a delineation of the items of expense and estimated cost (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees; administrative travel vs. programmatic travel; staff travel) and estimated cost along with a justification of need. Costs should not exceed state travel rates.

Subcontracts/Consultants/Per Diems/Contractual Services

Provide a justification of why each service listed is needed. Justification should include the name of the consultant/contractor, the specific service to be provided and the time frame for the delivery of services.

Subcontracts are subject to review and approval by the NYS Health Department.

Equipment

Delineate each piece of equipment and estimated cost along with a justification of need.

Equipment costing less than \$300 should be included in the Supplies and Materials category.

Anticipated equipment purchases \$300 and greater should be included in the equipment line.

FORM 4: DETAIL OF CONTRACTOR FUNDS SUPPORTING INITIATIVE

Provide detail of all 3rd Party and Other Source Funds reported on Budget Table A - A-2. An In-kind donation is a contribution of time, service, or goods provided by your organization to support the operations or services of your SLYA program. Other sources may include other grants or cash donations. You must list all other-sources of income, and specify whether funds are state, local, or federal. **Please remember, there is a required in-kind match of \$150,000 that must consist of In-Kind and/or other local funds. Federal or State funds cannot be used for the match.**

BUDGET

TABLE A: SUMMARY BUDGET

This table should be completed last and will include the total lines only from Table A-1 (Personal Services) and Table A-2 (Nonpersonal Services) and the Grand Total. As a check, grand total NYS should match the amount you are requesting from NYS. Total expense = NYS + Other Source. Other Source may be in-kind, other grants etc.

TABLE A-1: PERSONAL SERVICES

Personnel, with the exception of consultants and per diems, contributing any part of their time to the project should be listed with the following items completely filled in (consultants/per diems should be shown as a Nonpersonal Services expense on Table A-2):

Title: The title given should reflect either a position within your organization or on this project.

Annual Salary: Regardless of the amount of time spent on this project, the total annual, actual salary for each position should be given for the number of months applicable to that salary. **For example, if a union negotiated contract salary increase will impact a portion of the 12 month budget period it should be shown on the Table A-1 as follows (the same position will use two lines in the budget):**

<u>Title</u>	<u>Annual Salary</u>	<u>% FTE</u>	<u># months</u>	<u>Total Expense</u>
Health Educator	\$30,000	100%	4	\$10,000
Health Educator	\$35,000	100%	8	\$23,100

% FTE: The proportion of time spent on the project based on a full time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one week by salaried employees (e.g. 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40 hour work week = 10/40 = .25 (show in decimal form).

of Months: Show the number of months out of 12 worked for each title. If an employee works 10 months out of 12, then 10 months/12 months = .833. This ratio is part of the total expense calculation below. Indicate the number of months a position is subject to a specific salary if a portion of annual salary will be subject to a salary increase (see Annual Salary above).

Total Expense: Total expense can be calculated using the following method:

$$\text{Total Actual Annual Salary} * \% \text{ FTE} * (\text{months worked}/12) = \text{Total Expense.}$$

Fringe Benefits: The total fringe amount should be shown (total expense annual salaries * fringe rate from Form B-2) where indicated on the Table A-1.

[Type text]

See “**Administrative/Indirect Costs**” above regarding indirect and administrative costs.

TABLE A-2: NONPERSONAL SERVICES

All Nonpersonal Services expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute total expense between NYS and Other Source (specify Other Source). See “**Administrative/Indirect Costs**” above regarding indirect and administrative costs.

Applicant: _____

Appendix B
Table A
ACT FOR YOUTH CENTER OF EXCELLENCE
OPERATING BUDGET AND FUNDING REQUEST
July 1, 2012 – June 30, 2013

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
Total Personal Services				
Total Other Than Personal Services				
GRAND TOTAL				

Applicant: _____

Appendix B
Table A-1
 ACT FOR YOUTH CENTER OF EXCELLENCE
OPERATING BUDGET AND FUNDING REQUEST
 July 1, 2012 – June 30, 2013

PERSONAL SERVICES

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	Other Source	Specify other source
(List Personnel Budgeted)							
Sub-Total Personnel Services							
Fringe Benefits* _____ %							
Total Personal Services							

- If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

Applicant: _____

Appendix B
Table A-2
ACT FOR YOUTH CENTER OF EXCELLENCE
OPERATING BUDGET AND FUNDING REQUEST
July 1, 2012 – December 31, 2013

NON- PERSONAL SERVICES

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
(List Budgeted Expenses) A. Contractual				
Subtotal, Contractual				

Applicant: _____

Appendix B
Table A-2
ACT FOR YOUTH CENTER OF EXCELLENCE
OPERATING BUDGET AND FUNDING REQUEST
July 1, 2012 – June 30, 2013

OTHER THAN PERSONAL SERVICES

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
(List Budgeted Expenses) B. Equipment				
Subtotal, Equipment				
(List Budgeted Expenses) C. Staff Development				
Subtotal, Staff Development				

Appendix B
Table A-2
ACT FOR YOUTH CENTER OF EXCELLENCE
OPERATING BUDGET AND FUNDING REQUEST
July 1, 2012 – June 30, 2013

OTHER THAN PERSONAL SERVICES

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
(List Budgeted Expenses) D. Supplies				
Subtotal, Supplies				
(List Budgeted Expenses) E. Other				
Subtotal, Other				

**ACT FOR YOUTH CENTER OF EXCELLENCE
BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-1: PERSONAL SERVICES**

Applicant: _____

PERSONAL SERVICE

Title	Incumbent	Description

**ACT FOR YOUTH CENTER OF EXCELLENCE
BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-2: FRINGE BENEFIT RATE**

Applicant: _____

FRINGE BENEFITS

Component	Rate
Total Fringe Benefit Rate*	

*This amount must equal the percentage used in budget calculations unless positions have different fringe rates. If this is the case, include one form for each rate and indicate which positions are subject to that rate.

ACT FOR YOUTH CENTER OF EXCELLENCE

Applicant: _____

NON-PERSONAL SERVICES

Item	Cost	Description

**ACT FOR YOUTH CENTER OF EXCELLENCE
BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-4: Detail of Contractor Funds Supporting Initiative**

Applicant: _____

Source of Funds	Amount
In-kind contributions, e.g. rent, utilities	
Other sources, please specify source(s)	
Total	

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____