

RFA Number 1204160938

New York State
Department of Health
Center for Environmental Health
Division of Environmental Health Assessment
Bureau of Occupational Health and Injury Prevention

Request for Applications

Occupational Health Clinic Network

RFA Release Date:	October 1, 2012
Letter of Interest Due:	October 15, 2012
Questions Due:	October 26, 2012
Applicant Conference:	November 2, 2012
RFA Updates Posted:	November 9, 2012
Applications Due:	December 3, 2012

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I. Introduction

A. Description of Program

The New York State Department of Health (NYSDOH), Division of Environmental Health Assessment, Bureau of Occupational Health and Injury Prevention, is soliciting applications for contracts for the operation of occupational health clinics to participate in a statewide clinic network.

Contracts will be awarded to not-for-profit organizations to establish occupational health clinics on a regional basis. In addition, contracts will be awarded to two not-for-profit organizations in the New York City area.

Applications for these contracts are due to the NYSDOH by December 3, 2012. These applications will be reviewed and it is anticipated that successful applicants will be notified by March 1, 2013.

The initial contract period is expected to run from April 1, 2013 – March 31, 2014, with four annual renewals, dependent on available funding. The contracts will total approximately \$8,497,000 per year; approximately 10 awards will be made. Funding for each year will be dependent upon availability of funds.

B. Background

In April 1987, the New York State Legislature appropriated funding in the budget of the New York State (NYS) Department of Health (DOH) for the development of a network of occupational health clinics in selected areas of the state. The Legislature previously found occupational diseases in NYS resulted in significant morbidity and mortality, the economic costs of these diseases were several hundred million dollars annually, and there were insufficient clinical occupational health services in the State focused on the detection and prevention of occupational diseases.

The operation of the NYS Occupational Health Clinic Network has resulted in the increased availability of expert diagnostic and preventive occupational health services to unions, businesses, and thousands of workers. Starting with six clinics, the Network currently has eight clinics, with additional satellite sites to better serve all of New York State.

New York residents are exposed to a vast array of hazardous materials. According to the US Department of Labor, Bureau of Labor Statistics, there were 8,193,900 full-time workers in New York State in 2010. Of those, 228,100 were estimated to have a non-fatal occupational injury or illness (this represents workers in all industries including state and local government). There were 154,200 estimated cases of non-fatal occupational injuries and illnesses occurring to workers in the private industry. This number excludes governmental employers, both Federal

and State, the self-employed and employees of certain other employers covered by other Federal agencies (i.e. railroads). It is generally accepted that these numbers vastly underestimate occupational diseases. (Rosenman KD, Kalush A, Reilly MJ, et al. How Much Work-Related Injury and Illness is Missed by the Current National Surveillance System? Journal of Occupational and Environmental Medicine 2006;48(4):357-365.)

Since the NYS Occupational Health Clinic Network became operational, the clinics have seen over 72,200 patients (combined). Each clinic has worked closely with a local advisory board consisting of representatives of business, unions, public health agencies, and community groups. Working with their boards, the clinics have targeted their services toward workers and/or industries with large numbers of workers at high risk of significant work-related illness. In addition to providing medical services to those patients, the clinics have utilized their expertise to develop public health-oriented prevention programs. The clinics have conducted thousands of educational sessions, providing information to workers, unions, businesses, community groups, and medical providers about various occupational health and safety topics. They have made industrial hygiene services available to those same groups, as well, assisting in the diagnosis of specific cases, helping to identify at-risk co-workers, and making recommendations for workplace changes. These activities have allowed affected workers to return to their jobs and have prevented the development of other cases of disease. Finally, social work services have been provided to workers and their families to assist in coping with serious occupational illnesses.

C. Problem / Issue resolution sought for

Successful applicants will demonstrate the capacity to operate, effective April 1, 2013, a community-based occupational health clinic focused on the diagnosis, treatment and prevention of work-related illness serving workers and retirees throughout a multi-county catchment area. Applicants will be evaluated based on their ability to demonstrate occupational medicine services consistent with the objectives of this Request for Applications (RFA) and goals and a workplan detailing the services to be provided during the funding period. Guidance about what successful applicants will provide is detailed below.

Each clinic will have an advisory board with representatives from business, unions, public health agencies, and community groups. The board will assist in the development of policies, the creation and implementation of a targeted outreach plan, and overall guidance for the clinics on an ongoing basis.

Each occupational health clinic will be expected to focus on the diagnosis, screening, treatment, referral, and prevention of occupational diseases of greatest public health significance in their designated geographical area. The major emphasis must be on the accurate diagnosis of workers (or former workers) with illnesses potentially related to their workplace environments. Clinic staff shall have significant training and experience in this area.

Referring patients for further diagnostic or treatment services and for rehabilitative services, as appropriate, is an important clinic function. Integration and coordination with other medical care providers and institutions in the area to ensure comprehensive care will be essential. It is expected the clinic will provide expert diagnostic services and not ongoing medical care to most of their patients.

Providing counseling for patients and their families regarding financial, social, and psychological aspects of occupational disease will be another important objective.

Disease prevention activities will be a major focus for each clinic. Steps should be taken to ensure that workplace exposures causing the illness are appropriately identified and the question of co-workers at risk addressed. Where possible, recommendations for mitigating exposures should be developed and promulgated. The objectives are a prompt, safe return to work for the affected individual, and the prevention of other cases of occupational illness.

Another key component of the clinic's prevention activities is the provision of occupational health and safety education. Education should be provided to individual patients, as well as to groups including workers, employers, unions, or community organizations. In addition, education and training should be offered to health professionals outside the clinic in order to broaden the base of occupational health and safety knowledge within the medical community and increase awareness of potential occupational health hazards.

In order to assure high quality of care, each clinic will conduct an ongoing Quality Assurance program, and will participate in a Network-wide Quality Improvement Program.

Oversight and coordination of the Occupational Health Clinic Network will be provided through the NYSDOH's Division of Environmental Health Assessment (DEHA). The Division will direct a number of activities related to the operation of the Network.

II. Who May Apply

Through this RFA, approximately \$8,497,000 will be awarded annually to support the operation of occupational health clinics from 2013 through 2018. Every effort will be made to ensure workers in every county in NYS have reasonable access to services. The awards will be distributed regionally on a competitive basis in the regions listed below, with two awards to be made in the New York City region. Applicants must describe how services will be provided to ALL counties within their region. The amount of each contract to be awarded will be determined based on a formula that uses the approximate square mileage of the service area times the labor force for the service area (with weighting). Applicants must submit separate applications for each region in which they wish to apply. Awards will be made to the applicant with the highest score for that geographic region. The geographic regions are outlined below:

- **Mid-Hudson/Eastern New York:** Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington
- **Central New York:** Cayuga, Cortland, Madison, Onondaga, and Oswego, Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie
- **Finger Lakes:** Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates
- **Lower Hudson Valley:** Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
- **Long Island:** Nassau and Suffolk
- **New York City:** Bronx, Kings, New York, Queens, Richmond
- **North Country/Adirondacks:** Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence
- **Southern Tier:** Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins
- **Western New York:** Allegany, Cattaraugus, Chautauqua, Erie, Niagara

A. Minimum Eligibility Requirements

All minimum eligibility requirements must be met for the entire period of the contract.

ELIGIBLE INSTITUTIONS

The Attestation document (Attachment 6) must be signed and included in the packet. Failure to submit will result in disqualification.

Eligible institutions must be not-for-profit diagnostic and treatment facilities certified through Article 28 of the Public Health Law or not-for-profit general hospitals as defined by subdivision 10 of Section 2801 of the Public Health Law or recognized faculty practice plans. Institutions must adhere to requirements for medical records confidentiality as outlined in Section 751.7 and Part 405.10 of the New York Compilation of Codes, Rules and Regulations and HIPAA regulations. Institutions must have computers with an internet connection.

PERSONNEL REQUIREMENTS

Selected applicants will be required to submit documentation prior to the execution of contracts.

- Will be led by a Medical Director, during the life of the contract, who is licensed to practice medicine in NYS, is Board Certified in Occupational Medicine, and will be on staff by April 1, 2013.
 - The Medical Director must provide direct patient care at the clinic site.
 - The Medical Director must be authorized by the NYS Workers Compensation Board.
- Applicants must document that employees are qualified and hold appropriate professional licensure and current registration from the New York State Department of Health or Education Department.
- A letter of support from the parent organization, if applicable, is required to be submitted with the application.

B. Preferred Eligibility Requirements

Preferred eligibility will be given to applicants who can document:

- Geographic proximity of their organization to designated geographic regions (see page 6) in the State with provisions to reach wider geographic areas
- Experience providing services and programs to workers and employers
- Collaboration and/or integration of health-related services
- Innovative ways to reach identified target audiences.

III. Project Narrative / Work Plan Outcomes

A. Description of Applicant Organization and Capability (24 points)

Briefly describe the capacity of the organization to plan and implement a program to meet the service objectives specified by this RFA. Include a description of the facility program or provider practice, its mission, years of experience, scope of services, service capacity, and how the activities proposed in this application fit within its current mission. The clinic site should consider accesses to auxiliary diagnostic services, access to care for patients, and other factors regarding accessibility. Applicants must describe how services will be provided to all counties within the region for which they are applying.

Organizations with established occupational medicine programs should describe the populations that have been the recipients of services, and summarize accomplishments with the client populations. Discuss the experiences of the organization and key staff in providing comprehensive occupational health services and coordinating medical services, mental health, industrial hygiene and other supportive services. Describe other community health and population-based initiatives in which the organization is involved. The clinics are expected to provide counseling for patients and their families regarding financial, social, and psychological aspects of occupational disease; provide recommendations for mitigating workplace exposures; develop safe return-to-work criteria; and provide occupational health and safety education.

Facilities with limited occupational medicine programs intending to use potential funds to establish more comprehensive centers will be required to describe an expansion plan. At a minimum, this will include a description of a planning, implementation and evaluation phase. It is reasonable to expect that a clinic will be fully operational within a 12-month period. Successful applicants will communicate their ability to implement all three phases and to provide a full range of occupational medicine services by the end of the first year of funding. The planning phase must incorporate the needs assessment and the development of a work plan and will take place during the first 6 months of funding. The applicant must also describe the populations to which they will provide services, how they plan to coordinate medical, mental health, industrial hygiene and other supportive services, and how they will provide occupational health and safety education.

Describe key personnel for this project, current staff and how additional staff will be recruited and educated. The clinic must have a Medical Director.

1. The Medical Director is responsible for conducting oversight of diagnosis and treatment, long-term policy and planning decisions. The Medical Director should spend at least 10% of his/her time providing clinical services in the funded clinic. The Medical Director must be authorized by the Workers Compensation Board. The same individual may maintain the roles of the Medical Director and the staff physician. The Medical Director will ensure the clinic is achieving the goals as established in this RFA. They will participate in administrative, preventive, education, research and clinical activities, including:
 - developing long and short-term goals for the clinic;
 - directing clinical management meetings, establishing protocols and standing orders for the clinic, overseeing quality assurance programs;
 - attending advisory board meetings;
 - working with other professional staff to identify those worker populations at high risk of serious occupational disease and develop a plan for delivering the appropriate occupational health services and prevention/education services to those populations;
 - designing and delivering educational programs/lectures on a wide variety of occupational health issues;
 - conducting and/or collaborating on research projects focused on occupational illness and disease with publication in appropriate peer-reviewed journals.

2. A staff physician, who may also be the Medical Director, is required to:
 - assess patient health status through medical/occupational history taking, physical examination, and ordering appropriate tests, evaluate and treat workers with occupational and environmental illness or injury;
 - testify at Workers Compensation hearings and provide medical expertise at court proceedings;
 - perform medical surveillance exams to monitor workplace exposures;
 - serve as a preceptor for medical students and residents, as appropriate.

3. All other proposed staff positions should be listed, with a brief job description for each. Summarize the qualifications of key personnel by including a short biographical sketch in this portion of the narrative. Curricula vitae of key personnel must be included as attachments, but these should not appear in the narrative. For vacant positions, a recruitment plan should be delineated. All staff should have adequate education, training and experience in their given fields, including certified industrial hygienists, social workers and, certified occupational health nurses. The clinic should have a plan in place for continuing occupational health education for all staff.
4. Describe any problems you anticipate in providing services under this RFA, and a plan to address them.

B. Assessment of Target Community Needs (12 points)

Successful applicants will demonstrate an understanding of the prevalent occupational health needs and problems of workers in their catchment area. Describe known social, cultural, economic and geographical barriers to care for this population.

- Identify those most at risk of serious occupational disease, including the high risk employers, industries, occupations and workers within the catchment area. This should include identifying the exposures and workplace issues facing these populations.
- Describe known social, cultural, economic and geographic barriers to care for population. Then describe provider qualities and other factors to address these barriers including improving access, availability, acceptability and affordability of care.
- Document the sources for all data cited, including the [New York State Department of Labor](#).

C. Integration with the Local Community (12 points)

The establishment of an advisory board will be a requirement of a contract. The proposal should include a description of the role, structure, and proposed membership of the advisory board. The board will assist in the development of policies; define selection criteria and assist in reviewing and retaining qualified staff; review and approve the annual budget; assist in creating and implementing a targeted outreach program linking clinic services to workers, unions and businesses; and guide the clinic's work on an on-going basis. The goal for the make-up of the advisory board is representation from organizations interested or involved in occupational health and safety, including labor unions, business groups or owners, health care organizations, advocacy groups, and community-based groups. The advisory board must meet quarterly, at a minimum. Once successful applicants have been selected and notified, a list of the advisory board members is required to be supplied to the NYSDOH annually or whenever the membership has changed. A mid-contract period needs assessment will be required with involvement from the advisory board.

Letters of support from organizations, with which the clinic will collaborate, including those where participation on the advisory board is anticipated, should be included with the grant application.

D. Workplan for Provision of Services (32 points)

Applicants must submit a short narrative summarizing how the following services will be provided. For each service, an appropriate staff person needs to be identified to conduct this service with the percent of their time devoted to the grant identified.

- **Clinical Services.** Led by the Medical Director, each clinic will employ multidisciplinary staff that will provide independent and accurate diagnosis of the broad spectrum of occupational diseases. Patients will be appropriately referred for further diagnostic or treatment services and for rehabilitative services. Integration and coordination with other medical care providers and institutions in the area to ensure comprehensive care will be essential. This integration will involve both the referral of patients to these groups for further diagnosis or care, and the referral of patients from these institutions and from primary care providers for occupational medicine evaluations. Because the focus is providing expert diagnostic services, the clinics will not be expected to provide ongoing medical care to most of their patients. Group screenings should be offered to high-risk workers. In order to assure a high quality of care, each clinic will implement an ongoing Quality Assurance program, and will participate in a network-wide Quality Improvement program as defined by the Department.
- **Industrial Hygiene Services.** Steps should be taken to ensure that workplace exposures causing illnesses are appropriately identified. The question of whether co-workers are at risk must be addressed. Where possible, recommendations for mitigating exposures should be developed and promulgated. The objectives are a prompt, safe return to work for the affected individual, and the prevention of other cases of occupational illness. Outreach to involved work sites is required.
- **Social Work Support Services.** Providing individual counseling for patients and their families regarding financial, social, and psychological aspects of occupational disease is another important objective. This will involve discussing problems and developing action plans directed towards resolving issues including crisis intervention, education about illness and injury and common responses, legal services, financial issues, and referrals to community agencies. Disability assessment and rehabilitation services to facilitate safe return to work need to be addressed.
- **Preventive Services.** Another key component of the clinic's prevention activities is the provision of occupational health and safety education. Group screenings will be conducted, as appropriate. Prevention activities will be part of every group screening. Clinics should provide education to workers on the prevention of occupational injury and illness. Clinics should make these resources publically available. Education should be provided to

individual patients, and to groups including workers, employers, unions, or community organizations.

- **Education of the Medical Community.** In addition, education and training should be offered to health professionals outside the clinic in order to broaden the base of occupational health and safety knowledge within the medical community and to increase awareness of potential occupational health hazards. This should include working with students in the medical community by providing education, acting as preceptors, assisting with clinical rotations, and/or arranging for site visits to industrial settings. Education to primary care providers including conducting grand rounds and speaking at professional meetings should also be provided.
- **Services to Special Populations as Identified by the Needs Assessment.** Clinics will identify groups of workers from their catchment area who are at high-risk of occupational disease and who have limited access to high quality occupational medicine services. A description of provider qualities and other factors that are likely to address these identified needs will be provided.

E. Anticipated Earned Income

Clinics will provide a comprehensive assessment showing all possible income sources including but not limited to, research grants, insurance reimbursement, service contracts (e.g. screenings). Documentation of income will be submitted annually if contracts are awarded.

F. Required Data, Reports, Meetings

- **Patient Data** - Information on each patient evaluated at the clinic will be reported to the Department via the clinic network database in a format specified by the Department. Those data are due within 30 days of the patient visit.
- **Occupational Disease Registry Reports** - For patients with conditions meeting the diagnostic criteria of the Heavy Metals, Occupational Lung Disease, or Pesticide Poisoning Registries, the information submitted will be in accordance with the requirements for those registries. Timely and complete submission to the Clinic Network database will fulfill reporting requirements.
- **Advisory Board Reports** - Copies of the Advisory Committee's meeting notices, agendas, and minutes will be sent to the Department at the time they are distributed to committee members. The Department shall approve the composition of the committee.
- **Quarterly Report** - Information about the clinic's education, outreach, and workplace intervention activities will be reported to the Department on a quarterly basis utilizing a format provided by the Department. In addition, the report will include a short summary of notable developments and of issues warranting Network discussion.
- **Annual Report** - The report will include descriptive epidemiology, the identification of high-risk industries/occupations/workplaces, and a comparison with previous

years' patients. In addition, the report will include a brief programmatic summary. That summary will review outstanding issues from the report period, an assessment of the effectiveness of the targeted outreach plan for that period, and an updated targeted outreach plan for the next period.

- Quality Assurance / Quality Improvement – All chart reviews and audits will be conducted in the manner and timeframe prescribed by the Department. Audit sheets, summary score sheets, and brief summary reports will be submitted in a timely manner.
- Quarterly Meetings - Key personnel must attend periodic meetings of the entire Occupational Health Clinic Network held by the Department. These meetings are generally held quarterly to discuss a variety of medical, scientific, and administrative issues that are of importance to the Clinic Network. The meetings will be of one-day duration. Each clinic must be represented by senior staff at these meetings.
- Reimbursement - Clinics will provide a comprehensive report of all income including but not limited to, research grants, insurance reimbursement, service contracts (screenings).
- Needs Assessment – On June 30, 2015 a report that describes the prevalent occupational health needs and problems of workers in their catchment area. The development of this report must include input from the advisory board. The report will describe known social, cultural, economic and geographical barriers to care for this population, including:
 - Identify those most at risk of serious occupational disease, including the high risk employers, industries, occupations and workers within the catchment area. This should include identifying the exposures and workplace issues facing these populations.
 - Describe known social, cultural, economic and geographical barriers to care for population. Then describe provider qualities and other factors likely to address these barriers including improving access, availability, acceptability and affordability of care.
 - Document the sources for all data cited, including the [New York State Department of Labor](#).

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health, Division of Environmental Health Assessment, Bureau of Occupational Health and Injury Prevention. 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:

Susan Dorward
Center for Environmental Health
Bureau of Occupational Health and Injury Prevention

Corning Tower, Rm 1325
Empire State Plaza
Albany, NY 12237
Fax: 518-402-7909
Email: OHCN@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 October 26, 2012.

Questions of a technical nature can be addressed in writing or via telephone by calling Susan Dorward, Corning Tower, Empire State Plaza, Albany, NY 12237, 518-402-7900, Email: OHCN@health.state.ny.us. **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 clarification 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 of Health'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 of Health'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, responses to questions raised at the applicant conference, official applicant conference minutes), please complete and submit a letter of interest ([see Attachment 2](#)). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

Written answers to all questions raised are expected to be provided by the Department on or before November 9, 2012.

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

C. Applicant Conference and Letter of Interest

An Applicant Conference will be held - This conference will be held on November 2, 2012. The Department requests that potential applicants register for this conference by sending an email to Susan Dorward at OHCN@health.state.ny.us to insure adequate accommodations for prospective attendees. Registration should be received by October 30, 2012. A maximum number of 2 representatives from each prospective applicant will be permitted to attend the applicant conference. Failure to attend the Applicant conference will not preclude the submission of an application.

Letter of Interest - Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest should be received by October 15, 2012 close of business at the address shown in paragraph B above in order to automatically receive responses to written questions, including those questions raised at the applicant conference, official applicant conference minutes, and any updates/modifications to this RFA. Failure to submit a Letter of Interest will not preclude the submission of an application. A sample Letter of Interest format is included as Attachment 2 to this RFA.

D. How to File an Application

Applications must be received at the following address by December 3, 2012, at 3:00 p.m. Late applications will not be accepted. Applications must be sent/delivered to:

**Bureau of Occupational Health and Injury Prevention
Center for Environmental Health
Corning Tower, Room 1325
Albany, NY 12237
Attn: 0666 - OHCN Application**

Applicants shall submit **1** original, signed application and **4** copies. 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 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. Terms of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: April 1, 2013 – March 31, 2014, with four annual renewals, dependent on available funding.

G. Payment & Reporting Requirements

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:
Bureau of Occupational Health and Injury Prevention
NYS Department of Health
Corning Tower, Room 1325
Empire State Plaza
Albany, NY 12237
Attn: Susan Dorward

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 epayments@osc.state.ny.us or by telephone at 855-233-8363. 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: *Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget for services provided under the Program Workplan.*

3. The grant contractor will be required to submit the following periodic reports:
 - Monthly/Quarterly reports
 - Annual reports
 - Patient Data
 - A representative from the grant contractor must be present at Occupational Health Clinic Network quarterly meetings.

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 (Attachment 7).

I. General Specifications

- 1) By signing the "Application Coversheet" (attachment 3) 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.

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 B Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Workplan

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; and
- 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

APPENDIX G Notices

APPENDIX H Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

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 your organization receive an award.

V. Completing the Application

A. Application Content

- 1) Application Coversheet
- 2) Letter of Support from Parent Organization, if applicable.
- 3) Description of Applicant Organizations and Capability (24 points)
 - a) The applicant has identified a site for the clinic easily accessible for patients. The applicant has staff with appropriate training and experience in occupational medicine and other relevant fields (e.g., Medical Director, occupational health nursing, industrial hygiene, social work, etc.), or has demonstrated an integration with appropriate community resources to deliver the type of occupational clinical services described in

this RFA. The managerial expertise of the applicant will be considered, as evidenced by the extent and success of current or recent programs administered.

- 4) Assessment of Target Community Needs (12 points)
 - a) The application provides a clear and comprehensive needs assessment for the applicant's catchment area, as described within this RFA. The application describes how the clinic will identify and reach high-risk populations.
- 5) Integration with the local community (12 points)
 - a) The application indicates an understanding of appropriate groups within the community which should be involved in the planning process and sets up a procedure for involving those groups. Indications of support from selected groups are necessary.
- 6) Workplan (32 points)
 - a) The application presents a clear plan for operating an occupational health clinic including all of the elements outlined above in the description of the program. The plan should be feasible and should respond to the needs identified in the needs assessment. The plan should appropriately build on the current status of any occupational health clinic operated by the applicant or any occupational health-related activities conducted by the applicant. The elements in this program plan should be clearly stated and should appropriately address each service to be provided.
- 7) Budget (20 points)
 - a) The reasonableness, cost-effectiveness and justification of the budget in relation to proposed program activities will be assessed. Applicants should include in their budget support for key personnel from their institution integrally involved in the clinic operations to attend four meetings held quarterly each year. The meetings will be of one-day duration. For budget preparation and project planning purposes, it should be assumed that these meetings will be held in Albany, New York. Complete Attachment 5. Applicants should submit a 12-month budget, assuming an April 1, 2013 start date. All costs must be related to the provision of occupational medicine services, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form, not to exceed 9 single-spaced pages. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.**
 - b) Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.
 - c) Administrative (Indirect) costs will be limited to a maximum of 10% of total direct costs. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with Executive Order 38, signed in 2012, governing restrictions on executive compensation.
- 8) Appendices
- 9) Timeline of Program Implementation

- 10) Copy of most recent/current Audited Financial Statement
- 11) Letters of support (optional)

B. Application Format

All applications should conform to the format prescribed below. Two one half points will be deducted from applications which deviate from the prescribed format.

It is encouraged that applications not exceed 30 single-spaced typed pages (not including the cover page and attachments), using an Arial 11 to 12 point font or a Times New Roman 12 point font. **Only the first 30 single-spaced typed pages will be considered any exceeding pages will not be reviewed/scored.** Points will be deducted for deviation from formatting restrictions. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

1. Application Coversheet (1 page)
2. Description of Applicant Organization and Capability (5 pages or less)
(Max Score: 24 points)
3. Assessment of Target Community Needs (5 pages)
(Max Score: 12 points)
4. Integration with Local Community (5 pages)
(Max Score: 12 points)
5. Work Plan (5 pages)
(Max Score: 32 points)
6. Budget (10 pages)
(Max Score: 20 points)

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the New York State Department of Health, Center for Environmental Health, Division of Environmental Health Assessment, Bureau of Occupational Health and Injury Prevention.

Applications will be reviewed by NYSDOH staff and by at least two independent external reviewers. These reviews will focus on the technical and fiscal merits of the applications (100 points total).

Following the awarding of grants from this RFA, applicants may request a debriefing from the New York State Department of Health, Center for Environmental Health, Division of Environmental Health Assessment, Bureau of Occupational Health and Injury Prevention no later than 10 days from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application only.

D. Timeline for Application Process

<i>Item</i>	<i>Date</i>
RFA Release Date	October 1, 2012
Letter of Interest Due	October 15, 2012
Questions Due	October 26, 2012
Applicant Conference	November 2, 2012
RFA Updates Posted	November 9, 2012
Applications Due	December 3, 2012

VI. Attachments

- Attachment 1: Standard Grant Contract with Appendices
- Attachment 2: Letter of Interest Format
- Attachment 3: Application Coversheet
- Attachment 4: Budget Instructions
- Attachment 5: Application Budget Format
- Attachment 6: Attestation
- Attachment 7: Vendor Responsibility Attestation

GRANT CONTRACT (MULTI YEAR)

STATE AGENCY (Name and Address):
CONTRACTOR (Name and Address):
VENDOR ID NUMBER:
MUNICIPALITY NO. (if applicable):
CHARITIES REGISTRATION NUMBER:
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

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

Contract No. _____

CONTRACTOR

STATE AGENCY

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

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.

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from: NYS Department of Economic Development
Division for Small Business

30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of

the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to

program specific audit requirements following Government Auditing Standards for financial audits.

- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in “a” above.
 - c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. *If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.*
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 2701, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.
- b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library

services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier

participant is providing the certification set out below.

- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions,

if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an

existing PERIOD by mutual written agreement of both parties:

- Appendix B – any proposed modification to the contract which results in a change equal to or greater than 10 percent (for contracts less than five million dollars) or 5 percent (for contracts more than five million dollars) to the total contract value 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 B

BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

<i>Personal Services</i>						
Personnel Costs						
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Title	Name	FTE	Mo. On Grant	Salary	Budgeted Amount	In-kind Contribution
Personnel Total						
Fringe Benefits						
Total Personal Services						
<i>Other Than Personal Services</i>						
A. Equipment						
B. Travel						
C. Rent/Renovations						
D. Contracts						
E. Other Operating Expenses						
F. Start-up costs						
G. Indirect Costs/Administrative Fees						
Total OTPS						
Total Budget						

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:

- ① 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
- ① 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:

- ① the end of the first <monthly or quarterly> period of this AGREEMENT; or
- ① 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 epayments@osc.state.ny.us or by telephone at 855-233-8363. 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 *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: _____

Attachment 2 - Sample Letter of Interest

Sample Letter of Interest

Susan Dorward
Bureau of Occupational Health and Injury Prevention, CEH 0666
Corning Tower, Room 1325
Empire State Plaza
Albany, NY 12237

Re: **RFA 1204160938**
Occupational Health Clinic Network Application

Dear Ms. Dorward:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA.

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the New York State Department of Health requires that this letter be received by the Bureau of Occupational Health and Injury Prevention by close of business October 15, 2012.

Sincerely

Attachment 4 - Budget Instructions

I. Budget Instructions

Budget request should relate directly to activities described in the project narrative and workplan. List those positions, which support this initiative even if no funding is requested from New York State. Budget amounts should be rounded to the nearest dollar. All requested funds must be directly related to the proposed project. These funds may not be used to supplant existing funding sources such as existing staff wages for current hours worked. The budget is divided into two categories, personal services and other than personnel services (OTPS).

Personal Services

Personnel

All personnel expenses related to this project should be listed regardless of whether or not funding for these expenses is being requested from New York State.

Column No.:

Title – enter the title of the position in which will contribute to the project.

Name - enter name of incumbent, if not selected/designated, indicate to be hired/selected.

(3) FTE - enter the % of time the employee will spend on the project based on a full time equivalent (FTE). One FTE is based on the number of hours worked in one week by salaried employees (e.g., 40 hour workweek). To determine a % FTE, divide the hours per week spent on the project by the number of hours in a workweek. For example, an individual working 10 hours per week on the project given a 40 hour work week = $10/40=0.25$ (show in decimal form).

(4) Months (Mo) On Grant - enter the number of months the position is to be funded by this grant. Note: the number of months may be less than the contract period, but can never exceed the number of months in the contract period.

(5) Salary - enter the annual salary to be paid to the employee during the year, regardless of funding source.

(6) Budgeted Amount - calculate by multiplying the annual salary by the FTE. Then multiply the result by number of months funded divided by 12 (salary x % FTE x # of months/12).

(7) In-kind Contribution - include amounts expected to be received from all other sources including local appropriation, in-kind, 3rd party, grant funding, revenue earned from items funded by this grant, etc.

Fringe Benefits - enter the fringe benefit amount on this line.

Total Personal Services - sum the expenses shown in columns 6 and 7.

Other Than Personal Service

All non-personnel expenses related to this project should be listed regardless of whether or not funding for these expenses is being requested from New York State. For each category, itemize any cost over \$500; however, software, regardless of cost, should be broken out separately.

Budget Justification Instructions

Personal Services

All non-personnel expenses related to this project should be listed regardless of whether or not funding for these expenses is being requested from New York State.

Indicate the title and name of incumbent, if not selected/designated, indicate to be hired/selected. The description should outline specific activities that will be carried out within the context of the project funded through this contract. Contracted, consultant, or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under other than personal service. Indicate all in-kind contribution source(s) of funds for amounts shown in column 7.

Examples:

Medical Director: (Name) responsible for development and management of the program, interaction with partners, monitoring and evaluation.

Program Administrator: (Name) responsible for fiscal management, personnel management, and administration of the contract with the NYS Department of Health.

Fringe Benefits – Indicate the fringe benefit rate.

Examples:

Fringe Benefits: (Contractor Name) has identified the fringe rate for employees as 32.2% of the total salary.

Other Than Personal Services

Enter separate items for all appropriate expenditures, defined as expenses directly related to activities that relate to one, or more, of the workplan outcomes from Project Narrative/Workplan Outcomes (e.g. supplies, travel, equipment, printing, postage, rent, telephone, etc.). Amount of request and in-kind contributions should be shown for each category, as applicable. Applicants must demonstrate in the Budget Justification how the proposal expenditures relate to at least one of the categories in the workplan.

Equipment

Definition: Any item with a unit cost of \$500 or more; however, software, regardless of cost, should be budgeted under **Other Expenses** and broken out separately. Provide a delineation of each piece of equipment and estimated cost along with a justification of need. Explanations should be more detailed if the equipment is unique or if special features are included that justify a higher cost.

Travel

Itemize travel requests and provide the purpose and destination of each trip and the number of individuals for whom funds are requested.

Examples:

In-State:

- Quarterly Network Meetings; 4 staff X 4 meetings X \$100 per meeting (includes transportation and meals) = \$1,600.
- Site Visits; 12 site visits X \$75 per site visit (transportation and meals) = \$900
- Attend medical conferences, worker health and safety conferences/meetings, and other outreach events; 2 staff X 8 conferences X \$300 per meeting = \$4,800

Out-of-State:

Project Director/Outreach Director to one attend conference (including transportation, lodging, meals) at a cost of \$900 per person = \$900

Rent

Indicate location of each space and amount for each space.

Example:

Space Rental; (\$50,000) Rent for the office space located at 123 Anywhere Lane, Albany, NY is \$120,000, \$70,000 will be paid for by program income/in-kind support.

Contracts

Provide a listing of all subcontracts, including consultant contracts which will be supported in full or in part with the requested funding, along with a description of services to be provided which includes an estimate of the number of hours to be worked and the rate per hour, if applicable.

Other Expenses

LIST any item of expense not included elsewhere in the budget. Items might include: office supplies, medical supplies, postage, printing, insurance, space occupancy, advertising, utilities, janitorial services, telephone, etc. Include a justification and allocation methodology for EACH item listed.

Examples:

Office Supplies: (\$250) is budgeted for supplies. Supplies include, but are not limited to, file folders, staplers, notepads, pens and other related clerical supplies.

Postage: (\$200) has been budgeted for postage for mailing flyers and posters.

Printing: (\$500) has been budgeted for reproduction of documents, including brochures and booklets.

Telephone: (\$1,000) Telephone costs for the program will be covered on an in-kind basis.

Advisory Board Meetings: (\$1,100) has been budgeted to hold 4 quarterly meetings.

Library: (\$1,000) has been budgeted for books, journals, on-line research, updates and periodicals.

Start-up Costs

Separately identify all one-time startup expenses.

Indirect Costs

Indirect costs are allowable with a maximum of 10%.

Attachment 7 - Vendor Responsibility Attestation

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: _____