

**RFA #: 1302120330**

**New York State Department of Health**

Division of Environmental Health Protection  
Center for Environmental Health

**Request for Applications (RFA)**

Healthy Neighborhoods  
Preventive Health Cornerstones  
Expected Grant Start Date: April 1, 2014

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***KEY DATES***

<b>RFA Release Date:</b>	<b>October 16, 2013</b>
<b>Deadline for Conference Registration:</b>	<b>October 21, 2013</b>
<b>Applicant Conference On:</b>	<b>October 28, 2013</b>
<b>Questions Due:</b>	<b>November 4, 2013</b>
<b>RFA Updates and Q&amp;As Posted:</b>	<b>November 15, 2013</b>
<b>Applications Due:</b>	<b>December 16, 2013</b>

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# **I. Introduction**

## **A. Description of Program**

The purpose of this Request for Application (RFA) is for the New York State Department of Health (DOH) to award grant funds to city or county health departments to develop or continue Healthy Neighborhoods Programs (HNP) in applicable target areas. The total anticipated funding available for distribution is \$1,872,800 annually. Contracts will be issued for a 5 year cycle (April 1, 2014 – March 31, 2019) with annual workplans required. Awardees will be funded annually with awards ranging between \$100,000 and \$300,000. The DOH reserves the right to revise the funding amounts for awards as necessary due to changes in the availability of funding. A reduction in appropriations may result in reduced awards. The HNP is a primary prevention program that began in New York State in 1985. Since inception, the program has evolved from a housing sanitation, injury prevention, rodent control, and building code violation program to a healthy home assessment program.

The HNP is designed to provide preventive environmental health services to targeted geographic areas, usually comprised of low-income families and often minorities, living in homes and neighborhoods with a disproportionate number of residential hazards including areas identified as environmental justice communities. Families with fewer financial resources are most likely to experience unhealthy and unsafe housing conditions and typically are least able to remedy them. The funds will provide the resources needed to address significant public health issues in the targeted areas in an effort to provide a healthier home environment for the citizens of New York State. Improving home environments is a cornerstone for improving public health and lays the foundation for healthier generations to come.

To address the environmental and health needs in these neighborhoods, the grant funds are to be used to implement a HNP, with emphasis on reducing residential injuries, childhood lead poisoning, hospitalizations due to asthma, and exposure to indoor air pollutants. Healthy People 2020 is a statement of national health objectives for preventable threats to health published by the US Department of Health and Human Services. Healthy People 2020 should be used to set benchmarks for the program. The objectives of interest for the Healthy Neighborhoods program are found at the end of Section III.

Beginning in the fall of 2011, the New York State Department of Health (DOH) began a process to develop and implement a statewide Healthy Homes Strategic Plan. The process included recruitment of key stakeholders with a vested interest in New York's Healthy Homes efforts for participation in an ad hoc workgroup. The results of the workgroup will lead to the release of a Healthy Homes Strategic plan in mid-2013. This document will give successful applicants useful information regarding collaboration and interaction with other local and State agencies participating in Healthy Homes activities. The strategic plan should be used, upon release to guide successful applicants in developing meaningful program activities and partnerships.

The program focus revolves around a residential home environment assessment. An in-home assessment enables environmental health professionals to identify and assess hazards, educate residents about these hazards, ensure meaningful involvement by the community, provide information on community agencies and services that can provide assistance as needed, recommend preventative measures, and provide intervention materials to the residents.

During the home assessments, potential health hazards are identified and recorded, using a standardized assessment form (Home Intervention Inspection Form-Attachment 7). Where asthmatic residents are identified, a more detailed asthma trigger assessment is performed using another standardized assessment tool (Home Intervention Asthma Assessment inspection Form-Attachment 7). If environmental health hazards are identified, intervention products and educational materials are provided, and appropriate referrals are made to other agencies or community groups. Examples include: the provision of smoke detectors or batteries, checking carbon monoxide levels and providing detectors, referral for lead screening, and referrals to local code enforcement officials. Activities include providing education information, product handouts and referrals for: indoor air quality, fire safety, injury prevention, tobacco control and smoking cessation, and other housing related health hazards that may be identified.

Awardees will work to improve sanitary conditions by working with property owners and tenants, and through referrals to other departments and agencies inside and outside the DOH for nutritional, immunization and other health needs, which are outside the scope of the HNP. The HNP often coordinates with other agencies and departments, such as sanitation, building, fire, and police when hazards are identified that go beyond the four basic program goals of preventing residential injuries and deaths, childhood lead poisoning, hospitalizations due to asthma, and exposure to indoor air pollutants.

At least 25% of the homes selected are revisited to ascertain the status of interventions, reinforce educational messages, provide additional follow-up, and gather information regarding the effectiveness of interventions. Priority shall be given to homes where someone has asthma; and an asthma assessment form will be filled out.

The expected full grant period will be April 1, 2014 to March 31, 2019. Continued funding throughout this period is contingent on satisfactory contractor performance and availability of funds. Funds distributed as a result of this RFA will be paid as a reimbursement through grant contracts with the successful applicants.

#### **B. Background/Intent/Door-to-Door approach**

Prevention offers the greatest opportunity to reduce the hazards leading to indoor air pollution (for example carbon monoxide poisoning and radon gas), hospitalizations for asthma, home fire deaths, and childhood lead poisoning. Healthy Neighborhoods awardees should include a combination of prevention approaches developed and implemented in collaboration with community organizations. The goals of the project are to reduce morbidity and mortality from asthma, indoor air pollution, residential fires, and childhood lead poisoning. A door-to-door approach in selected target areas results in the identification of existing and potential environmental problems, and when corrected, improves the quality of housing and overall health outcomes of the residents.

### C. Problem/Issues resolution sought for

Healthy People 2020 (H.P. 2020) objectives has set targets to: reduce missed school and work days due to asthma, reduce cockroach allergens, increase the number of homes with a radon mitigation system, increase monitoring for carbon monoxide, reduce mouse allergens, reduce the proportion of children exposed to secondhand smoke, and reduce blood lead levels in children. Most people are aware that outdoor air pollution can pose health risks, but many do not know that indoor air pollution can also have significant health effects. Studies of human exposure to air pollutants indicate that indoor levels of pollutants may be higher than outdoor levels. Nitrogen oxides and fine particles from combustion appliances may cause coughing, wheezing, and changes in lung function. Carbon monoxide is absorbed through the lungs into the blood where it interferes with the blood's ability to carry oxygen. Elevated radon levels is the second leading cause of lung cancer, and secondhand smoke is a cause of morbidity and death. Children and women of child bearing age may be exposed to mercury through old thermometers, their diet, and foreign cultural practices.

Cockroach fecal matter can crumble and become airborne in dust, and cockroaches may crawl to food preparation areas spreading disease. Rats are also known to spread disease, while fleas and mice in the home have been linked to a number of human diseases. Dust mites live in carpets and bedding, consuming skin particles from humans, and are a common source of antigens, which can induce allergy and exacerbate asthma. Molds and other fungi can trigger allergies or asthma symptoms and can cause serious health problems in people with compromised immune systems.

Awardees should strive to raise asthma awareness and to help families manage the disease with the goal of reducing asthma-related illness and hospitalizations. Some people with asthma are sensitive to environmental triggers. Environmental triggers include dust, allergens from animals (e.g., rats, dust mites, mice, cats, cockroaches), mold, nitrogen dioxide, sulfur dioxide, cigarette smoke, cold weather, and pollen. Inadequate housing, with plumbing leaks or structural problems that allow water intrusion supports mold growth and attracts cockroaches, mice, and rats, all of which can be sources of asthma triggers. Similarly, improperly stored garbage attracts, harbors, and feeds rodents and cockroaches, presenting a problem for some people with allergic asthma, as well as creating other health concerns. The impact on the health of a tobacco user and their family members is addressed to encourage the smoker to smoke outside and/or quit.

There was an average 39,360 hospitalizations per year due to asthma in New York State (NYS) from 2005-2007. 2005-2007 NYS asthma hospital discharge rates showed a reduction for all age groups less than 65 years. Still NYS asthma hospital discharge rates were higher than the national average. The Healthy People 2020 target is less than 8.6 hospitalizations per 10,000 residents per year for individuals ages 5 to 64. For the period, 2005-2007, the average yearly NYS rate was 15.8 hospitalizations per 10,000 residents for individual ages 5-64 years.

A National Fire Protection Association objective is to eliminate residential fire deaths by the year 2020. In 2009, there were 176 residential civilian fire deaths in New York State. The Public/Private Fire Safety Council reported in 2012 that 33% of homes have smoke alarms that do not work. In a recent New York State Builders Association report, fatal fires in New York State occurred in homes constructed on average in 1940, making age of housing a risk factor for residential fire death. Deaths attributed to residential fires are primarily caused by people smoking, incendiary or suspicious causes, and children playing with matches or fire, candles,

and heating equipment. The rate of death from residential fires is higher among persons living in substandard housing, children under five years of age, adults 65 and older, and socioeconomically disadvantaged communities in urban and rural areas. In addition, the smallest communities <20,000 population have a significantly higher fire death rate.

In previous grant cycles, the Healthy Neighborhoods awardees have implemented strategies to reduce fire deaths including: identifying the presence of a working smoke detector and emergency lighting, assessing residents use and practice of exit drills, making sure that lighters and matches are stored out of children's reach, inspecting chimneys for holes and loose mortar, distributing 911 stickers for phones and "STOP, DROP and ROLL" information, ensuring that exits are clear and that combustibles are stored safely, and that hand rails and steps are in good repair. Awardees have also made referrals for correction of electrical and heating problems to other agencies. Since vacant buildings are often fire hazards, awardees have worked to ensure that they are boarded up or demolished. In addition, Healthy Neighborhoods awardees can make referrals to substance abuse services to address this contributing factor.

Education in the home has included a room by room Home Safe Home survey to prevent fire and injury hazards. This Home Safe Home survey is available in three languages to provide meaningful participation opportunities. Education for seasonal fire hazards may include safe heating practices and safe barbecuing techniques.

The target has been set by Healthy People 2020 that zero children under six years of age should have blood lead levels exceeding 10 micrograms lead per deciliter of whole blood. In New York State during 2008 for these children tested, 0.5% had elevated blood lead levels. Contributing to this problem are neighborhoods with substandard housing built before 1950. These homes are especially hazardous since they are more likely to contain lead based paint and lead dust. Exacerbating the problem in these substandard housing units are plumbing leaks and deteriorated building components. Lead based paint should be intact and in good condition so that it is not available for inhalation or ingestion. Housing that has undergone renovation and remodeling within the past six months may also be a significant contributor to a child's lead level and show up as high levels of lead dust in the home. Children may have iron deficiency and an inadequate diet making them more likely to absorb lead when exposed to it.

## **II. Who May Apply**

### **A. Minimum eligibility requirements**

Only county and city health departments, with environmental health staff, are eligible to apply for these funds. Applications should document the prevalence or potential for environmental health risk factors that can lead to residential injuries, indoor air complaints, childhood lead poisoning, and asthma morbidity/mortality in the community. Applicants should identify a target area that includes geographic areas with a high number of families living in poverty, and neighborhoods with a disproportionate number of residential health hazards. Particular populations to target are children under six years of age who have not been screened for lead poisoning, people with a high school education or less, households with an annual income less than \$42,643 (Women, Infant, and Children Nutrition Program eligibility guidelines through June 2013) for a family of four, and minorities. The physical environments of these target populations are characterized by neighborhoods with deteriorated and substandard housing, lead paint hazards, pest infestations and garbage/refuse complaints, inadequate heat or heat

producing equipment, and incidence of residential fires. Applications should document the presence of these populations and environments to substantiate need.

Applications must describe the ability of the local health department to coordinate with other local government agencies and groups within the municipality. The involvement of the Healthy Neighborhoods awardee with at least three other community, government or faith-based organizations in the development and implementation of this project is a requirement of all applicants. The application must include a description of these other agencies, their role in the Healthy Neighborhoods Program, and how these agencies and the program will interact. A medical support network in the community should also be identified. Applicants should commit to providing one training session for a networking agency or organization about the HNP, what it does, and how their agencies can work together, for example housing code enforcement, landlords, realtors, medical professionals, and/or a community economic development agency.

Each awardee must conduct two types of home visits: initial visits and 90-day revisits. Initial visits include the first time an assessment is performed in a dwelling. Ninety-day revisits are to be initiated on a minimum of 25% of those dwellings that received an initial interview and should be performed between three and five months after the initial interview.

#### B. Preferred eligibility requirements

Consideration will be given to applications that do not contract out to other agencies for services. A total of 2 extra points may be added to an application. Finally, awardees will commit to using the DOH scannable form (Assessment Form) to report home visit activities. Demonstration of a strong commitment to partner with a local housing code enforcement agency is preferred.

### **III. Project Narrative/Work Plan Outcomes**

#### A. Expectations of Project

1. Identification of long- and short-term goals. Goals and objectives should include baseline data for the current target area. This data should include data on potential Environmental Justice communities and concerns. Activities to achieve the goals and objectives should be clear, specific, measurable, and include a realistic time frame for completion. Applicants should provide a time line for each activity to be accomplished for the first 18 months of this project. Purchases of supplies and an estimate of how long the supplies will last should be included in the time line.
2. Home visits. This part of the narrative should include a detailed description of the door-to-door approach and methodology to achieve proposed goals and objectives. Describe the techniques that will be utilized to gain access to dwelling units. Include information on how other areas of your agency as well as community-based organizations will contribute toward raising access rates to dwellings. Include your organization's translation policy for effectively communicating with residents of the neighborhood that speak languages other than English.

Each awardee must conduct two types of home visits: initial visits and 90-day revisits. Initial visits include the first time an assessment is performed in a dwelling. Ninety-day

revisits are to be initiated on a minimum of 25% of those dwellings that received an initial interview and should be performed between three and five months after the initial interview.

The awardee should describe how dwellings will be prioritized for revisits. Revisits should determine if safety products (e.g., smoke detectors, products to reduce household allergens) are still in use, what changes were made to impact the environmental conditions, and what was the result of any referrals that were made. Residents should be interviewed to determine if they read any of the educational materials provided and if their behavior changed as a result. Residents should be asked if they are satisfied with the program, and if they think the program is worthwhile in their community.

Ninety-day revisits to persons with asthma should be performed for all dwellings with at least one person with asthma identified at the initial visit. In addition, asthma follow-up visits should be made to homes with a person with asthma between eleven and thirteen months after initial interview. The one year asthma follow-up will assess a reduction of household allergens, improved asthma management, successful referrals, and public satisfaction with the program. Information collected at the 90-day revisits should be reassessed during the one-year revisit. Revisits should determine and document the following information for the asthmatic:

- School and work days lost by any family member due to asthma? (H.P. 2020 Objectives RD-5.1 & 5.2)
  - Does the person with asthma have a written management plan from his/her physician? (H.P. 2020 Objective RD-7.1)
  - Did the person with asthma receive education about monitoring peak flow results and recognizing the early signs and symptoms of asthma? (H.P. 2020 Objective RD-7.3)
  - Were there activities performed aimed at the elimination of cockroaches in the dwelling unit and was there evidence of a decrease in the cockroach problem? (H.P. 2020 Objective EH-13.1)
  - How many hospital admissions/ER visits were made since the initial visit? (H.P. 2020 Objectives RD-2 & RD-3)
3. Description of referrals to other agencies. During field investigations issues will arise that warrant referral of individuals and families to community agencies and services designated to meet specific needs. These referrals may include but will not be limited to: a personal physician; managed care provider; code enforcement; fire investigation; weatherization programs; Home Energy Assistance Program; senior services; smoking cessation, tobacco cessation; Women, Infants and Children nutrition programs; Child/Family Health Plus; Childhood Lead Poisoning Prevention Program; U.S. Housing and Urban Development Program; and substance abuse services. The narrative should detail how these referrals will be conducted and what follow-up activities will be performed to determine if the services were provided or offered, as well as, actions taken by the HNP if the referral is not acted upon and the issue poses a serious health threat.
  4. Demonstration of the cost effectiveness of the HNP. Detail how the awardee's accomplishments will be evaluated. A cost-benefit analysis should be submitted annually.



5. Budget, personnel and training. A 5 year budget should be submitted for the period April 1, 2014 – March 31, 2019 broken down as follows:

Budget #1 – April 1, 2014 – March 31, 2015 (12 month period)

Budget #2 – April 1, 2015 – March 31, 2016 (12 month period)

Budget #3 – April 1, 2016 – March 31, 2017 (12 month period)

Budget #4 – April 1, 2017 – March 31, 2018 (12 month period)

Budget #5 – April 1, 2018 – March 31, 2019 (12 month period)

The contractor should estimate the number and type of inspection and administrative staff needed to inspect dwellings over the length of the grant. Please see Attachment 5 for further instructions on budget submittal.

6. Evaluation of the program. Each contractor will be responsible for the timely submission of data to the Bureau of Community Environmental Health and Food Protection. Furthermore, each contractor will be required to submit data on a DOH scannable form (Home Assessment Tool). The data will be used by the DOH to conduct process and outcome evaluations of each program.

Each awardee will be responsible for the timely submission of a narrative report that describes the performance of the program on an on-going basis. This description should include a process evaluation, which indicates whether the program is reaching its identified target population. The process evaluation should include but not be limited to the following information:

- How many dwelling units were evaluated?
- What were the ages of household members?
- Was the respondent a minority?
- How many residents are low income?
- Were educational materials provided? Were they discussed with the respondent?
- Were any malfunctioning appliances corrected?
- Was the dwelling built prior to 1978?
- Have there been renovations in the dwelling in the past 6 months?
- How many children had blood lead levels 10 ug/dl or above? (H.P. 2020 Objective Eh-8.1)
- How many children were cross checked with lead web to determine their BLL?
- How many households received educational material on control of lead dust?
- How many dwelling units were evaluated for deteriorating paint?
- How many dwellings had deteriorated lead based paint (suspected based on the age of the dwelling)? Homes with deteriorated paint should be revisited to see if the deteriorating paint has been controlled or referred to an agency that will.
- How many persons with asthma were identified?
- What percentages of persons with asthma were hospitalized in the past year? (H.P. 2020 Objective RD – 2)
- What percentage of persons with asthma had a written management plan from their physician? (H.P. 2020 Objective RD – 7.1)

- What percentage of persons with asthma received education about monitoring peak flow results and recognizing early signs and symptoms? (H.P. 2020 Objective RD – 7.3)
- Were there any residential fires and/or fire deaths in the target area of city? (H.P. 2020 IVP – 28)
- How many dwelling units were tested for carbon monoxide? (H.P. 2020 objective EH-22.7)
- How many households had the furnace checked to verify it had been serviced?
- Did the households with a person or persons with asthma receive any special products?
- How many residents have seen their primary care physician in the past year (H.P. 2020 Objective AHS-3)?
- How many referrals were made? Referrals shall mean, when additional service or education is needed from another program/agency/organization, contact is coordinated by HNP. Referrals are usually tracked in a referral log either on paper or on computer. Referrals can be made between two different programs in the health department or between the health department and a separate agency.

In addition to process evaluation the narrative should address outcome evaluation, which evaluates improved health status. Savings achieved through improved health outcomes should be quantified. Outcome evaluation should be used to modify existing activities and develop new program strategies to improve the awardee's performance. The 90-day revisit and asthma follow-up survey instruments should be used for this evaluation. The awardee's outcome evaluation will include but will not be limited to the following information:

- Were referrals acted upon?
- How many children were screened for lead poisoning who were not tested by the initial visit?
- How many dwellings had deteriorated paint corrected upon revisit?
- How many school and work days were lost by a family member due to asthma? (H.P. 2020 Objectives RD -5.1 & RD-5.2)
- How many persons with asthma had a written asthma management plan from their physician? (H.P. 2020 Objective RD-7-1)
- How many persons with asthma using daily therapy also monitor their peak expiratory flow daily and know the early warning signs that their asthma is getting worse? (H.P. 2020 Objective RD-7.3)
- How many dwelling units had carbon monoxide alarms?
- How many dwelling units had functioning smoke detectors on each floor and audible from each bedroom?

#### B. Problems/Issues to be solved through this RFA

Local health departments will be provided resources to carry out activities associated with the program and to address the following problems/issues in their targeted communities:

- Food and harborage for cockroaches will be reduced.
- More homes will be mitigated for radon.
- More homes will be tested for Carbon Monoxide (CO).
- Moisture problems and water intrusion will be corrected by working with landlords and code enforcement.

- More persons will take the Smoke Free Home Pledge.
- Rodent infestations will be reduced.
- Persons with asthma will know how to control their asthma triggers.
- More persons with asthma will have an Asthma Management Plan.
- More persons who use daily asthma medication will use a peak flow meter.
- More tenants will use covered, pest proof garbage cans.
- More homes will have adequate, working smoke detectors.
- More homes will get their furnace serviced by working with landlords.
- Residents will become more knowledgeable about the availability of Substance Abuse Services.
- More residents will have a fire exit plan.
- More chimneys will have a visual inspection, from street level, for holes and loose mortar.
- More residents will know about “Stop, Drop and Roll” in case their clothes catch fire.
- More vacant buildings will be boarded up by working with Code Enforcement.
- More homes will have a room by room assessment.
- More children will be tested for lead.
- More homes will have intact paint by working with landlords and Code Enforcement.
- Tenants will be educated about the control of bed bugs if the issue comes up.

#### C. Selected Healthy People 2020 Objectives

After the initial grant cycle of April 1, 2014 – March 31, 2015, the grant cycle will continue through March 31, 2019. DOH will continue our goals of preventing fire deaths, childhood lead poisoning, reducing asthma morbidity, and improving indoor air. In addition, we will address reduction of residential injuries.

The Healthy People 2020 national health objectives can be viewed in their entirety at:  
<http://www.healthypeople.gov/2020/default.aspx>.

In line with Healthy People 2020 objectives, the following changes are proposed. Measurable objectives will include:

#### Fire

Injury and Violence Prevention (IVP) objective IVP-28

Reduce residential fire deaths.

Target: 0.86 deaths per 100,000

Baseline in NYS for 2009: 1.01 deaths per 100,000

#### Childhood Lead Poisoning

Environmental Health (EH) Toxics EH-8

Reduce blood lead levels in children

EH-8.1 Eliminate elevated blood lead levels in children

Target: 0

Baseline: 5.6/1,000 children tested in NYS in 2008

- EH-8.2 Reduce the mean blood lead levels in children  
Target: 1.4 ug Pb/dL whole blood in children 1 to 5  
Baseline: est. 1.6 in NYS in 2008

Environmental Health (EH) Healthy Homes and Communities

- EH-17.2 Increase the proportion of pre-1978 housing that has been evaluated for the presence of paint-lead hazards.
- EH-19 Reduce the proportion of occupied housing units that have moderate or severe physical problems which include plumbing, heating, electrical system, lighting, sanitation, hallways, kitchen, HVAC, refrigeration, privacy, security. Housing with physical problems pose a risk of fire, scalds, burns, lead poisoning, rat bites, etc.  
Target: 4.2% National baseline: 5.2%

Environmental Health (EH) Infrastructure and Surveillance

- EH-21 Use existing information systems to determine if all children ages 1-5 have been tested for lead.  
Target: 85% Baseline: 62% in NYS in 2008

Asthma

Respiratory Disease (RD) Asthma

- RD-1 Reduce asthma deaths  
Target: 10% improvement  
Baseline: age group 5-64 3.3 deaths per million in NYS in 2005-2007
- RD-2 Reduce hospitalizations for asthma  
Target: 8.6 hospitalizations per 10,000 ages 5-64  
Baseline: 15.8 hospitalizations per 10,000 ages 5-64 in NYS during 2005-2007
- RD-3 Reduce hospital emergency department visits for asthma  
Target: 49.1 visits per 10,000 ages 5-64  
Baseline: 81.6 visits per 10,000 ages 5-64 in NYS during 2005-2007
- RD-5.1 Reduce the proportion of children 5 to 17 years with asthma who miss school days.  
Target: 48.7%  
Baseline: 58.7% nationally
- RD-5.2 Reduce the proportion of adults 18-64 years with asthma who miss workdays.  
Target: 26.8%  
Baseline: 33.2% Nationally
- RD-6 Increase the proportion of persons with current asthma who receive asthma education.  
Target: 14.4%  
Baseline: 12.1% Nationally

- RD-7.1 Increase number of persons with asthma who have an asthma management plan.  
Target: 36.8%  
Baseline: 33.4% Nationally
- RD-7.3 Increase number of persons with asthma who receive education about monitoring peak flow results, and recognizing early signs and symptoms.  
Target: 68.5%  
Baseline: 64.8% Nationally
- RD-7.5 Increase number of persons with asthma who have an asthma who have been advised to change things in their homes to reduce exposure to irritants or allergens to which they are sensitive.  
Target: 54.5%  
Baseline: 50.8% Nationally

### Indoor Air

#### Environmental Health (EH) Healthy Homes

- EH-13.1 Reduce cockroach allergens by 10%
- EH-13.2 Reduce mouse allergens by 10%
- EH-14 Increase the number of homes with an operating radon mitigation system for persons living in homes at risk for radon exposure.
- EH-20.4 Reduce exposure to mercury in children ages 1-5 years
- EH-20.5 Reduce exposure to mercury in females 16 to 49 years
- EH-22.7 Increase the monitoring for carbon monoxide.

### Tobacco Use (TU)

- TU-11.1 Reduce the proportion of children aged 3 to 11 years exposed to secondhand smoke.  
Target: 47%  
Baseline: Nationally 54% in 2010. This % is higher in black families.

### Residential Injury Prevention

#### Injury and Violence Prevention

- IVP-10 Prevent an increase of nonfatal poisonings  
Target: maintain baseline  
Baseline: 304.4 per 100,000
- IVP-23 Prevent Falls

Target: maintain baseline  
Baseline: 18 ER visits per day in NYS (data published 2010)

IVP-25 Reduce residential drowning deaths

Target: 10% improvement  
Baseline: 1.1 per 100,000 nationally

Access to Health Services (AHS)

AHS-3 Increase the proportion of persons with a usual primary care provider.  
Target: 10% improvement  
Baseline: 85% of NYS Adults in 2006

## **IV. Administrative Requirements**

### **A. Issuing Agency**

This RFA is issued by the New York State Department of Health, Center for Environmental Health, Division of Environmental Health Protection, Bureau of Community Environmental Health and Food Protection. 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 sent by email to [TJC03@health.ny.gov](mailto:TJC03@health.ny.gov) or submitted in writing to:

Thomas J. Carroll, Chief Sanitarian  
Bureau of Community Environmental Health and Food Protection  
New York State Department of Health  
Empire State Plaza  
Corning Tower Building, Room 1395  
Albany, New York 12237

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

Questions of a technical nature can be addressed in writing or via telephone by calling Thomas J. Carroll @ 518/402-7600. 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 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.

C. Letter of Interest

Submission of a letter of interest is strongly encouraged but not a requirement or obligation upon the applicant to submit an application in response to this RFA. Applications may be submitted without first having submitted a letter of interest.

Also, if prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, response to question 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 updated information.

D. Applicant Conference

**An Applicant Conference Call will be held for this project.** This conference call will take place on October 28, 2013 from 2:00-4:00 pm. Interested parties should contact the Bureau of Community Environmental Health and Food Protection at 518/402-7600 for the participant dial-in number prior to the conference call date listed above. The participant conference call is optional.

E. How to file an application

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. *Late applications will not be accepted.\**

Patricia A. Burl, Health Program Administrator  
Center for Environmental Health, Division of Environmental Health Protection  
New York State Department of Health  
Empire State Plaza  
Corning Tower Building, Room 1629  
Albany, New York 12237

Applicants shall submit one (1) signed original application and three (3) 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.*

F. Department of Health's Reserved Rights

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 requirement of the RFA.
5. Seek clarification 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.



G. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: April 1, 2014 through March 31, 2019. Continued funding throughout this period is contingent on satisfactory contractor performance and availability of funds.

H. Payment & Reporting Requirements of Grant Awardees

The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 0 percent. Therefore, no advances will be allowed for contracts awarded under this RFA.

The grant contractor will be required to submit QUARTERLY invoices and required reports of expenditures to the State's designated payment office:

Bureau of Community Environmental Health and Food Protection  
NYS Department of Health  
Empire State Plaza  
Corning Tower Building, Room 1395  
Albany, New York 12237

Payment of such invoices 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 for in the Contract Budget and Workplan.

The grant contractor will be required to submit the following periodic reports:

- A. Narrative/Qualitative Report (quarterly)
- B. Data Submission (quarterly)
- C. Expenditure Report (quarterly)
- D. Final Report (annual) including a Cost Benefit Analysis with a Return On Investment Calculation. Savings achieved through improved health status should be quantified.

During the contract period, the contractor may be required to submit separate requests for budget modifications. Proposed budget modifications must be submitted to DOH not less than 30 days prior to implementation and approved prospectively. At no time will retroactive budget modifications be considered.

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

I. Limits on Administrative Expenses and Executive Compensation

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by

the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>.

J. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: [http://www.osc.state.ny.us/vendors/substitute\\_formw9.pdf](http://www.osc.state.ny.us/vendors/substitute_formw9.pdf) or by referencing Attachment 12 (Statewide Vendor File Registration SFS Portal Format).

Additional information concerning the New York State Vendor File can be obtained on-line at: [http://www.osc.state.ny.us/vendor\\_management/index.htm](http://www.osc.state.ny.us/vendor_management/index.htm), by contacting the SFS Help Desk at 855-233-8363 or by emailing at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov).

K. Vendor Responsibility Questionnaire

Not Applicable – county and city health departments are exempt from this requirement.

L. Vendor Prequalification for Not-for-Profits

Not Applicable – county and city health departments are exempt from this requirement.

M. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

## **V. Completing the Application**

A. Application Content – Start with your application coversheet (Attachment 4).

### **1. Program Summary**

Summarize your proposed program including your objectives and activities to meet the stated goals. Describe what your program will be and how it can benefit the Healthy Neighborhoods Program.

### **2. Documentation of Need and Problem Identification**

a. Document the environmental health problem. Included in the documentation should be a baseline survey of asthma morbidity/mortality, childhood lead poisoning, indoor air pollutants, and residential fires and injuries. Trend data is also helpful to support the need for your program. Define the population(s) that will be targeted, identify and include a map of the geographic project area (neighborhood), list all block identifiers, municipal boundaries, census tracts, and/or zip codes, as appropriate, that will be targeted by this project. The applicant's plan should not attempt to cover more than four census tracts or municipal districts during any one fiscal year. Targeted areas should be a reasonable size. Reasonable means they are approachable on a door-to-door basis during the projected time frame.

A description of the physical environments of these target neighborhoods may include: hospitalizations due to asthma, number of fatal and non-fatal carbon monoxide poisonings, percent of homes tested for radon, presence of substandard housing, percentage of dwelling units built prior to 1950, lead paint hazards, pest infestations, garbage complaints, inadequate heat or heat producing equipment, incidence of residential injuries, and a poor remote rural environment.

b. Profile of the population to be served. Statistics should be provided to document a need and may include: residents with annual income less than the Women, Infants and Children eligibility guidelines for a family of four (\$42,643); children; percentage of people with a high school education or less; young mothers; low birth weight; number of children with elevated blood lead levels, and low incidence of lead screenings, high infant mortality, high residential injuries.

### 3. Applicant Organization

Describe your agency, its mission and services. Describe your agency's experience providing HNP or similar services. Provide curriculum vitae of key staff. Staff resumes, job descriptions and responsibilities should be presented as well as anticipated time devoted to the program. Include staff whose salaries are in-kind as well as any positions to be filled. Describe how staff time will be documented if other than full time for HNP. The applicant should demonstrate capacity and experience in initiating and implementing related environmental, health, and housing projects. The applicant organization's program must be under the direction of a responsible official with the authority to work across agency lines to assure maximum coordination of this program with other related programs operating within the local jurisdiction. Include in the staff descriptions any involvement of community based organizations, subcontractors and other principal components of your health department that will participate in Healthy Neighborhoods.

List the agencies that the HNP plans to partner with (at least three) and the services these agencies provide in the community that will augment HNP goals, objectives, and activities. These agencies are the strengths of your community. The narrative will include a detailed description of these departments and agencies and the arrangements and agreements that will be undertaken. An involvement of community agencies, and local government agencies should be demonstrated. A medical support network in the community should also be identified, perhaps a hospital or a clinic that will take new patients, or a health plan that will refer asthma patients for environmental assessment.

### 4. Program Activities

A detailed description of each prevention and intervention approach that addresses the project's goals and objectives should be provided, as well as a plan for implementing each approach. The intervention plan should describe how the awardee will assure that the content and delivery of the interventions are class, minority, and linguistically (culturally) sensitive in order to provide meaningful participation opportunities and to communicate effectively in the target community. Identify the activities that will be undertaken by each personnel position and describe how each will contribute to the program.

## 5. Budget/Cost Sheet

Complete five sets of budget forms for 5 12-month periods as follows. Complete all required Budget Pages (Attachment 6).

Budget #1 – April 1, 2014 – March 31, 2015 (12 month period)

Budget #2 – April 1, 2015 – March 31, 2016 (12 month period)

Budget #3 – April 1, 2016 – March 31, 2017 (12 month period)

Budget #4 – April 1, 2017 – March 31, 2018 (12 month period)

Budget #5 – April 1, 2018 – March 31, 2019 (12 month period)

The amount required in each budget year should be reasonable and cost effective, related directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA.

Projects will be funded annually with awards ranging between \$100,000 and \$300,000. Funding for direct costs may be requested to cover expenses for: personnel services, equipment (including the field sampling equipment for all field staff), training materials, or supplies to develop training materials, and travel to conduct program business. Funds may be expended on the purchase, operation, and maintenance for the required fax machine. Funds may not be used to renovate buildings or for capital improvements, or to purchase vehicles. Applicants should detail how use of grant funds will achieve goals set forth in the program workplan.

Project funding cannot be used to supplant existing Personnel Service. A time line can reflect when supplies are expected to be purchased and how long they are expected to last.

Budgets are to detail DOH funding only. Applicants should include a justification for each budget item using budget forms included in Attachment 5. Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items.

### B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW.

Applications should not exceed twenty (20) double-spaced typed pages (not including the cover page, budget and attachments), using no smaller than a size 12 Times New Roman font. Pages should be numbered. The Table of Contents will not be included in the 20 pages. Margins should be one inch on top, bottom and all sides.

1. Program Summary – one page including total funding.
2. Documentation of Need and Problem Identification
3. Applicant Organization
4. Program Activities and Workplan
5. Budget and justification
6. Evaluation

### C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the DOH Bureau of Community Environmental Health and Food Protection.

All applications will be reviewed after the receipt deadline. Applications that do not meet the deadline will be disqualified. Applications will be reviewed for technical merit as well as cost effectiveness.

Applications submitted in response to this Request for Applications will be reviewed for technical and fiscal merit. In the right hand margin is the percentage of weight each category carries during the review process.

In the event of a tie score, the scores on the individual application components will be compared in the following order: 1 (Documentation of need and Problem Identification), 2 (Project Goals and Objectives), 5 (Project Evaluation), 3 (Project Management, Staffing and Collaborating Agencies), and 4 (Funding and Cost Proposals). The applicant with the highest score on the first component where there is a difference will be considered the winner of the tie.

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

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

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

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

#### **1. Documentation of Need and Problem Identification** **20%**

Projects will target a geographical area and describe and document it with quantitative data. This baseline data should quantify the extent of childhood asthma, childhood lead poisoning, residential injuries including fires and fire deaths, and indoor air problems. The costs to the community of these problems should be documented as well. This data is best if specific to the targeted area.

Suggested documentation should include measures of specific indicators such as:

<b>Environmental Risk Factors (4 points)</b>	<b>Population Risk Factors (4 points)</b>
<ul style="list-style-type: none"> <li>• <b>Percent of housing units constructed prior to 1950</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Percent of children with BLL &gt; 10 ug/d</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Percent of children not tested for BLL</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Evidence of Lead based paint hazards</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Percent annual family income &lt; \$42,643</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Census tract data on homes without smoke detectors</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Percent births with MA/self pay</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Households with cash public assistance</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Percent of residents with a high school education or less</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Number of cockroach, rat, garbage, and indoor air complaints</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Percent of children younger than 6</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Percent children at or below 200% of poverty</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Incidence of residential fires</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Percent minorities</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Low property values</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Infant Mortality rate</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Percent foreign born</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Small communities &lt; 20,000 population</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Percent speaking a language other than English at home</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Number of births with birth weight &lt;2500 gms</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Housing complaints</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Number of young mothers – maternal age 14-19</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Percent of children without health insurance</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Percent of rental housing</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Rate of hospitalizations for asthma</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Residential injuries</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Percent homes tested for radon</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Percent smokers</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>lack of medical home for primary care</b></li> </ul>

## **2. Project Goals, Objectives, Activities**

**20%**

Clear, specific, measurable objectives and activities consistent with the stated problems and purpose listed in the RFA. Reasonable timetable for the first year's objectives with sufficient progress. Clearly described plan/methods for conducting the proposed intervention.

## **3. Project Management, Staffing and Collaboration Agencies 20%**

- Demonstrated capability to carry out the project. The awardee should be under the direction of a responsible official with the authority to work across agency lines to

assure maximum coordination of this program with other related programs operating within the local jurisdiction.

- Described qualifications of staff.
- Identified staff, other health department units, community based organizations, other agencies who/which will be responsible for each activity. A substantive involvement of community, state, and local government agencies was demonstrated. The involvement of the local health department with at least three community or other government organizations in the implementation of this project is required. Fully described roles of these agencies, their areas of responsibility, their participation with the HNP, and the process by which they will interact with the HNP.
- Medical support networks in the local community should be identified.

#### **4. Funding and Cost Proposals**

20%

Applications should include five sets of budget forms for five 12-month periods as follows:

- Budget #1 – April 1, 2014 – March 31, 2015 (12 month period)
- Budget #2 – April 1, 2015 – March 31, 2016 (12 month period)
- Budget #3 – April 1, 2016 – March 31, 2017 (12 month period)
- Budget #4 – April 1, 2017 – March 31, 2018 (12 month period)
- Budget #5 – April 1, 2018 – March 31, 2019 (12 month period)

A time line can reflect when supplies expect to be purchased and how long they are expected to last. Applications will be evaluated on their cost effectiveness and reasonableness of costs. Applicants should explain how the proposed expenditures will support attainment of goals and objectives. DOH encourages more, rather than less, detailed information in the budget. This enables DOH to determine how the funding is being utilized and how it correlates to expected results/outcomes.

In addition, applications will be reviewed for appropriate use of funds to address problems identified.

#### **5. Project Evaluation**

20%

Applications should demonstrate evaluation experience and should include an evaluation plan designed to measure process and health outcomes. The plan will be designed to evaluate the progress toward goals and objectives. This written evaluation will be implemented in the form of quarterly reports and an annual report. DOH will be conducting a detailed evaluation of all the awardees; however, it is critical that each awardee continue to evaluate their own progress toward their goals and objectives. Toward that end the following information will be requested on each quarterly and annual report.

- A description of each objective and activity in quantifiable, measurable terms.
- A description of data to assess whether the project is achieving its objectives.
- A description of a revisit plan to demonstrate the long-term effectiveness of the project.
- A description of standards to assess whether the project is achieving Healthy People 2020 objectives.
- A description of a plan for modifying the project based on monitoring and evaluation outcomes. Problems encountered and steps to be taken to solve them. For example, if access rate is low, will staff be able to work late or make weekend appointments?



- A description of staffing turn over or needs.
- A cost-benefit analysis (annual report only), including Return On Investment.
- The applicant should plan to use the most current version of the scannable Home Intervention Form provided by the State. No other data collection form shall be used.

## **6. Award Criteria**

Funding decisions will be determined by the NYSDOH and will be based on the recommendations of the review panel based on highest to lowest score and the availability of funds. Funding beyond the first 12 months will be subject to approvals required by law, continuing need, availability of funds and satisfactory performance by the contractor. It is anticipated that award announcements will be made in January 2014. Following the award of grants from this RFA, applicants may request a debriefing from the NYSDOH, Division of Environmental Health Protection, Bureau of Community Health and Food Protection, Healthy Neighborhoods Program no later than ten (10) days from the date of awards announcement. This debriefing will be limited to the positive and negative aspects of the subject application and will not include any discussion of other applications.

## **7. Technical Assistance**

Bureau of Community Environmental Health and Food Protection staff will work closely with each contractor during the development stages and conduct site visits throughout the duration of the project, as necessary.

## **8. Supplemental Information**

The following resource materials on environmental health and evaluation are recommended for preparing applications. Contact Bureau of Community Environmental Health and Food Protection staff to obtain a copy of these materials that are not available on-line.

- Demonstrating Your Program's Worth, CDC, pp. 14, 29-31, 64-66, available on the CDC website, type title in search box, [www.CDC.gov](http://www.CDC.gov)
- Smoke-Free Home Pledge, available on EPA website, type title in search box, [www.EPA.gov](http://www.EPA.gov)
- Healthy People 2020, available on the internet at [www.healthypeople.gov](http://www.healthypeople.gov)
- "An Injury Prevention Program in an Urban African-American Community", American Journal of Public Health, May 1993, Vol. 83, No. 5.
- "Healthy Neighborhoods Program FFY '01 Program Cost Estimates and Selected Benefits", unpublished data, NYSDOH, 2002.
- Douglas, M.R., Mallonee, S., and Istre, G.R. Comparison of community based smoke alarm distribution methods in an urban community. Injury Prevention (1998) 4: 28-32
- "Measured Basement Screening Radon Levels by Town" (October) NYSDOH web page - <http://statesnapshots.ahrq.gov/asthma>

## **VI. Attachments**

- Attachment 1: New York State Master Grant Contract Template
- Attachment 2: Letter of Interest
- Attachment 3: Applicant Checklist
- Attachment 4: Application Cover Sheet
- Attachment 5: Budget Template
- Attachment 6: Home Intervention Inspection Forms (2)

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<b>STATE AGENCY (Name &amp; Address):</b>	<b>BUSINESS UNIT/DEPT. ID:</b>  <b>CONTRACT NUMBER:</b>  <b>CONTRACT TYPE:</b> <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
<b>CONTRACTOR SFS PAYEE NAME:</b>	<b>TRANSACTION TYPE:</b> <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
<b>CONTRACTOR DOS INCORPORATED NAME:</b>	<b>PROJECT NAME:</b>
<b>CONTRACTOR IDENTIFICATION NUMBERS:</b>  NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	<b>AGENCY IDENTIFIER:</b>   <b>CFDA NUMBER (Federally Funded Grants Only):</b>
<b>CONTRACTOR PRIMARY MAILING ADDRESS:</b>    <b>CONTRACTOR PAYMENT ADDRESS:</b> <input type="checkbox"/> Check if same as primary mailing address   <b>CONTRACT MAILING ADDRESS:</b> <input type="checkbox"/> Check if same as primary mailing address	<b>CONTRACTOR STATUS:</b>  <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit  <b>Charities Registration Number:</b>   <b>Exemption Status/Code:</b>  <input type="checkbox"/> Sectarian Entity

Contract Number: # \_\_\_\_\_

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: _____ To: _____</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED TERM:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED PERIOD:</b></p> <p>From: _____ To: _____</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT:</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p style="margin-left: 40px;"> <input type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other         </p>
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*FOR MULTI-YEAR AGREEMENTS ONLY* - CONTRACT PERIOD AND FUNDING AMOUNT:  
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- ☐ Attachment A:

☐ A-1 Program Specific Terms and Conditions  
☐ A-2 Federally Funded Grants
- ☐ Attachment B:

☐ B-1 Expenditure Based Budget  
☐ B-2 Performance Based Budget  
☐ B-3 Capital Budget  
☐ B-1(A) Expenditure Based Budget (Amendment)  
☐ B-2(A) Performance Based Budget (Amendment)  
☐ B-3(A) Capital Budget (Amendment)
- ☐ Attachment C: Work Plan  
☐ Attachment D: Payment and Reporting Schedule  
☐ Other:

Contract Number: # \_\_\_\_\_

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

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE AGENCY:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

### WITNESSETH:

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

### STANDARD TERMS AND CONDITIONS

#### I. GENERAL PROVISIONS

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

### **C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: #\_\_\_\_\_

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by 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.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile



number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

**M. Indemnification:** 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master 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.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract 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.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## **II. TERM, TERMINATION AND SUSPENSION**

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

### ***3. Effect of Notice and Termination on State's Payment Obligations:***

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

### ***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.



and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: #\_\_\_\_\_

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
  - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
- 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. *Cost Allocation:***

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. *Federal Funds:*** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only



for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
  - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
  - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

**K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> 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.

**Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part A. Agency Specific Clauses**

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, licensor, licensee, lessor, lessee or any other party):

**A. 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).

**B. Prohibition on Purchase of Tropical Hardwoods:**

1. 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.

2. 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.

**C. 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.

**D. 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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

**E. 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.

**F. 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.



- G.** 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.

**H. Administrative Rules and Audits:**

1. 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:

a) 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".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) 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.

c) 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.

**I.** 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.

**J.** 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.

**K.** 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** 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

**M.** 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.

**N.** 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:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

- a) **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
- b) **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
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- a) **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
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** 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 any 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.

**P.** 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.

**Q.** 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 E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE (*monthly or quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**<< Insert Address >>**

**S.** 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 shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. 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.

**T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), 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 Vendor/Grantee Name Here**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Part B. Program Specific Clauses**

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<<    **OR**    >>

Attachment A-1 Part B intentionally omitted.

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
TOTAL					

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
***PERSONAL SERVICES DETAIL***

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
***NON-PERSONAL SERVICES DETAIL***

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	



EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

Contract Number: #\_\_\_\_\_

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

**ATTACHMENT C – WORK PLAN  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD:                      From: \_\_\_\_\_

    To: \_\_\_\_\_

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT D**  
**PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment and Recoupment Language (if applicable):**

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \_\_\_\_\_ percent (\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (\_\_\_%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement  
Due date \_\_\_\_\_

☐ Monthly Reimbursement  
Due date \_\_\_\_\_

☐ Biannual Reimbursement  
Due date \_\_\_\_\_

☐ Fee for Service Reimbursement  
Due date \_\_\_\_\_

Contract Number: # \_\_\_\_\_

- ☐ Rate Based Reimbursement  
Due date \_\_\_\_\_
- ☐ Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- ☐ Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- ☐ Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

## **B. Progress-Based Reports**

### **1. Progress Reports**

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

### **2. Final Progress Report**

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.



**TABLE I – REPORTING SCHEDULE**

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

Letter of Interest  
*or*  
Letter to Receive Notification of RFA Updates and Modifications

Thomas J. Carroll, Chief Sanitarian  
Bureau of Community Environmental Health and Food Protection  
New York State Department of Health  
Empire State Plaza  
Corning Tower Building, Room 1395  
Albany, New York 12237

Re: RFA # 1302120330  
RFA Title: Healthy Neighborhoods  
Preventive Health Cornerstones

Dear Mr. Carroll:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request:  
*(please check one)*

- ☐ that our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: <http://www.health.ny.gov/funding/>.

E-mail address: \_\_\_\_\_

- ☐ that our organization is unable or prefers not to use the Department of Health's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Healthy Neighborhoods Program  
Checklist for Application Submission

Applicant Name: \_\_\_\_\_

- ☐ Signed original, please three (3) additional copies of the application (including appendices) are enclosed.
- ☐ Application is clearly labeled with the name and number of the RFA.
- ☐ Application Cover Page is completed and attached to each copy.
- ☐ Time line and work plans are included.
- ☐ Staff resumes, organization and program level chart and job responsibilities for each person are included.

**Healthy Neighborhoods  
Preventive Health Cornerstones**

**Application Cover Sheet**

**Applicant Information:**

Name of Agency:

Address:

Telephone: ( )

Targeted Geographic Area(s):

Project Title:

Principal Investigator:

Contact Person:

Signature and title of official authorized to enter into contract on behalf of the applicant agency:

Signature:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

COUNTY   ID#

Visit Type ☐ Initial ☐ Revisit

☐ Adult ☐ Child - ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

**Complete this form for each adult or child with asthma or asthma symptoms.\***  
**Asthma revisits should be made 3-6 months after the last asthma visit.**

Potential asthma triggers		Status
1) Does anyone smoke inside the home?		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
2) Is there evidence of significant dust accumulation?		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
3) Are there rats? (evidence or reported)		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
4) Are there mice? (evidence or reported)		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
5) Are there cockroaches? (evidence or reported)		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
6) Is there evidence of mold or mildew?		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
7) Are there any pets with fur or feathers?		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
8) If yes to pets, does s/he sleep in the same room as the pet(s) with fur or feathers?		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Asthma diagnosis and symptoms		Status
1) Has s/he ever been told by a doctor or other health professional that s/he has asthma?		<input type="radio"/> Y <input type="radio"/> O <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
2) Number of days that s/he had asthma attacks, episodes or worsening asthma symptoms:	in past 3 months	<input type="text"/> <input type="text"/> <input type="text"/>
3) Number of visits to a doctor or other health professional for worsening asthma or an asthma attack:	in past 12 months	<input type="text"/> <input type="text"/> <input type="text"/>
4) Number of overnight stays in the hospital because of asthma:	in past 12 months	<input type="text"/> <input type="text"/> <input type="text"/>
5) Number of visits to an ER or urgent care center because of asthma:	in past 12 months	<input type="text"/> <input type="text"/> <input type="text"/>
6) Number of days of daycare, school, or work missed <u>by this asthmatic</u> because of his/her asthma:	in past 3 months	<input type="text"/> <input type="text"/> <input type="text"/>
7) Number of days of school or work missed by other family members because of this asthmatic's asthma:	in past 3 months	<input type="text"/> <input type="text"/> <input type="text"/>

[illegible]

Asthma management	Status		
1) Has any other household member ever been told that smoking in the home affects asthma?	O Y O N O U		
2) Does s/he have a primary medical care provider?	O Y O N O U		
3) Does s/he have health insurance?	O Y O N O U		
4) Does s/he have medicine prescribed by a doctor for "quick relief"? *	O Y O N O U		
4a) If yes, how many times in the past week did s/he take his/her "quick relief" medicine?	<table border="1"> <tr> <td></td><td></td> </tr> </table>		
5) Does s/he have medicine prescribed by a doctor for controlling his/her asthma? *	O Y O N O U		
5a) If yes, did s/he take the "controller" medication every day in the past week?	O Y O N O U		
6) Does s/he feel that their asthma is well controlled?	O Y O N O U		
7) Does s/he use a peak flow meter?	O Y O N O U		
8) Does s/he have a current written asthma management (or action) plan?	O Y O N O U		
9) Does s/he (or parent of her/him) <u>know</u> the early warning signs of worsening asthma?	O Y O N O U		
10) Does s/he know what to do if his/her asthma gets worse?	O Y O N O U		
11) Does s/he know the triggers that make his/her asthma worse?	O Y O N O U		
12) Does s/he know what to do to get rid of or avoid asthma triggers?	O Y O N O U		

Asthma education, products, and referrals provided	Given	Evidence
1) Verbal and written information:		
a) About asthma	<input type="radio"/>	<input type="radio"/>
b) About asthma triggers	<input type="radio"/>	<input type="radio"/>
c) About smoking & asthma triggers	<input type="radio"/>	<input type="radio"/>
2) Hypoallergenic pillow covers	<input type="radio"/>	<input type="radio"/>
3) Hypoallergenic mattress covers	<input type="radio"/>	<input type="radio"/>
4) Blank asthma management (or action) plan form	<input type="radio"/>	<input type="radio"/>
5) Referral for asthma services or resources	<input type="radio"/>	<input type="radio"/>
6) Referral for primary care provider	<input type="radio"/>	<input type="radio"/>
7) Referral for health insurance coverage	<input type="radio"/>	<input type="radio"/>
8) Other (specify in Comments)	<input type="radio"/>	<input type="radio"/>

\* For help in explaining asthma attacks, quick relief and controller medicines, or written asthma management plan, refer to the Asthma Information Sheet.



# New York State Department of Health Healthy Neighborhoods Program Home Intervention Form

COUNTY				ID#					
Visit Type:	<input type="radio"/> Initial	<input type="radio"/> Revisit					Pilot:	<input type="radio"/>	

## Reason for Visit:

☐ Neighborhood Canvass    ☐ Tenant Complaint    ☐ Referral (from)

**Initial Visit First Attempt:**

Date 

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 / 

--	--

 / 

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☐ Initiated ☐ Refused ☐ No one home ☐ Vacant

## Initial Visit Second Attempt:

Date 

--	--

 / 

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 / 

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☐ Initiated   ☐ Refused   ☐ No one home   ☐ Vacant

**Initial Visit Third Attempt:**

Date 

--	--

 / 

--	--

 / 

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☐ Initiated   ☐ Refused   ☐ No one home   ☐ Vacant

### Revisit First Attempt:

Date 


 / 


 / 


☐ Initiated   ☐ Refused   ☐ No one home   ☐ Moved   ☐ Vacant

### Revisit Second Attempt:

Date 

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 / 

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☐ Initiated   ☐ Refused   ☐ No one home   ☐ Moved   ☐ Vacant

### Revisit Third Attempt:

Date 

--	--

 / 

--	--

 / 

--	--	--	--

☐ Initiated   ☐ Refused   ☐ No one home   ☐ Moved   ☐ Vacant

**Surveyor:**

First name

**Lastname**

[illegible][illegible]

### Number of asthma assessment forms included

00 01 02 03 04 05 06 07 08 09 10

**Housing information (Initial Visit Only):**

☐ Rent, private    ☐ Rent, public    ☐ Own    ☐ Unknown

If rental, renter receives: ☐ Rental Assistance ☐ Section 8 ☐ Unknown

Building is owner occupied? ☐ Yes ☐ No ☐ Unknown

Units in building    $\bigcirc_1$     $\bigcirc_2$     $\bigcirc_3$     $\bigcirc_4$     $\bigcirc_5$     $\bigcirc_{\geq 5}$ 

Age of Building ☐ Post-1978 ☐ 1950-1978 ☐ Pre-1950 ☐ Unknown

## Household Information

Race of respondent? (choose all that apply)

☐ White    ☐ Black or African American    ☐ American Indian or Native American

☐ Asian    ☐ Other \_\_\_\_\_    ☐ Unknown

Is the respondent Spanish/Hispanic/Latino? ☐ Yes ☐ No ☐ Unknown

Does respondent have high school diploma or GED? ☐ Yes ☐ No ☐ Unknown

Does anyone in the household receive food stamps or public assistance? ☐ Yes ☐ No ☐ Unknown



**New York State Department of Health**  
**Healthy Neighborhoods Program**  
**Home Intervention Form**

COUNTY	<input type="text"/>	ID#	<input type="text"/>
Visit Type: <input type="radio"/> Initial <input type="radio"/> Revisit			

Adults (≥18 years old)		INITIAL VISIT ONLY			ALL VISITS		Ever been advised to quit smoking by a medical professional?
		Age	Sex	Asthmatic? *	Does this person smoke?		
Respondent	1	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	2	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	3	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	4	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	5	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	6	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	7	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	8	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	9	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Adult number	10	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	
Children (0-17 years old)		Age	Sex	Asthmatic? *	Does this person smoke?	Ever been advised to quit smoking by a medical professional?	Ever tested for lead?
Child number	1	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	2	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	3	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	4	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	5	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	6	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	7	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	8	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	9	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U
Child number	10	<input type="text"/>	<input type="radio"/> M <input type="radio"/> F	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U	<input type="radio"/> Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/> U

\* Use your own judgment to continue with the asthma questions and intervention. Use the asthma screening questions on the Asthma Information Sheet as a guide to identify residents with asthma or asthma symptoms.

42356



# New York State Department of Health Healthy Neighborhoods Program Home Intervention Form

COUNTY

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ID#

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Visit Type: ☐ Initial ☐ Revisit

Tobacco Control	Y	I	N	U
1) Does anyone smoke in the home or is there evidence of smoking (ashtrays, smell)? (If no, skip #2-4)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Is smoking allowed in the home?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Is smoking limited to certain rooms inside the home?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Has anyone taken the Smoke Free Home Pledge?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Fire Safety	Y	I	N	U
1) Does residence have functional smoke detector(s) on every floor with living space?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Is a smoke detector audible from each sleeping space?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Is there a functional smoke detector in the common areas of multi-dwelling buildings?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Is there a functional fire extinguisher?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Do exits function properly?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6) Are there any electrical hazards?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7) Are there improperly stored flammables?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8) Are EDITH practiced?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Lead (Pre-1978 dwellings only)	Y	I	N	U
1) Did tenant receive <i>Protect Your Family From Lead in Your Home</i> ?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Were any renovations done recently?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Is there chipping, peeling, deteriorated, chalking paint indoors?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Is there chipping, peeling, deteriorated, chalking paint outdoors?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Has an elevated blood lead level been investigated by DOH at this address?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Indoor Air Quality	Y	I	N	U
1) Is there a working carbon monoxide detector?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Carbon monoxide reading ppm				
3) Are there any malfunctioning appliances that could result in an indoor air hazard?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Is the furnace/heat source filter dirty or missing?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Is a humidifier or vaporizer used?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6) Temperature (indoor reading) °F				
7) Relative humidity (indoor reading) %				
8) Does every room have ventilation (windows open/bathroom ventilated)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9) Is there a chemical smell indoors?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10) Is there an odor from scented home products?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11) Has the building been tested for radon?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Tobacco Control Interventions	(check all that apply)					Evidence
	Ref	Edu	Bro	Prod	Other	
1) Fax-to-Quit	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Smokers' Quitline	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Smoking cessation kit	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Smoke Free Home Pledge	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Other cessation programs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Fire Safety Interventions	(check all that apply)					Evidence
	Ref	Edu	Bro	Prod	Other	
1) Battery for smoke detector	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Electrical cover plate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Electrical fuse	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Fire Extinguisher	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Multi-outlet strip with circuit breaker	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6) Smoke Detector	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7) EDITH	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Lead Interventions	(check all that apply)					Evidence
	Ref	Edu	Bro	Prod	Other	
1) Lead-safe cleaning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Lead-safe work practices	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Lead-safe work training course	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Indoor Air Quality Interventions	(check all that apply)					Evidence
	Ref	Edu	Bro	Prod	Other	
1) CO detector	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Battery for CO detector	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Furnace filter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Radon kit placed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Thermometer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments

42356



# New York State Department of Health Healthy Neighborhoods Program Home Intervention Form

COUNTY

ID#

Visit Type: ☐ Initial ☐ Revisit

General Conditions	Y	I	N	U
1) Is there significant dust accumulation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Is there significant clutter in the dwelling?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Is there evidence of effective housecleaning?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Is there improperly stored garbage or rubbish in the dwelling?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Is there improperly stored garbage or rubbish in or near the building?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6) Are there rats? (evidence or reported)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7) Are there mice? (evidence or reported)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8) Are there cockroaches? (evidence or reported)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9) Is there food/harbage for cockroaches in the dwelling?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10) Is there wall-to-wall carpeting or are there large rugs?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11) Are walls, ceilings, doors, floors, and stairs in good repair?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12) Are there any roofing or structural leaks?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13) Are there any plumbing leaks?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14) Is there evidence of mold/mildew? (observed or musty smell)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Agencies/Services/Other contacts	Refer	Evi
<b>Environmental/residential</b>		
1) Code Enforcement	<input type="radio"/>	<input type="radio"/>
2) Cooperative Extension	<input type="radio"/>	<input type="radio"/>
3) County Lead Prevention Program (CLPP)	<input type="radio"/>	<input type="radio"/>
4) Fire department	<input type="radio"/>	<input type="radio"/>
5) Gas or utility company	<input type="radio"/>	<input type="radio"/>
6) Home Energy Assistance Program	<input type="radio"/>	<input type="radio"/>
7) Housing & Urban Development (HUD)	<input type="radio"/>	<input type="radio"/>
8) Landlord	<input type="radio"/>	<input type="radio"/>
9) Weatherization	<input type="radio"/>	<input type="radio"/>
<b>Health</b>		
1) Alcohol or substance abuse treatment	<input type="radio"/>	<input type="radio"/>
2) American Cancer Society	<input type="radio"/>	<input type="radio"/>
3) American Lung Association	<input type="radio"/>	<input type="radio"/>
4) Blood lead testing	<input type="radio"/>	<input type="radio"/>
5) Child Health Plus	<input type="radio"/>	<input type="radio"/>
6) Community health workers	<input type="radio"/>	<input type="radio"/>
7) Environmental health program	<input type="radio"/>	<input type="radio"/>
8) Family Health Plus	<input type="radio"/>	<input type="radio"/>
9) Medicaid	<input type="radio"/>	<input type="radio"/>
10) Office of the Aging	<input type="radio"/>	<input type="radio"/>
11) Office of Temporary Disability Assistance	<input type="radio"/>	<input type="radio"/>
12) Primary care provider (doctor or clinic)	<input type="radio"/>	<input type="radio"/>
<b>Food/nutrition</b>		
1) Food pantry	<input type="radio"/>	<input type="radio"/>
2) Food Stamp Program	<input type="radio"/>	<input type="radio"/>
3) Voucher for meals	<input type="radio"/>	<input type="radio"/>
4) Women, Infants & Children (WIC)	<input type="radio"/>	<input type="radio"/>
<b>Social services</b>		
1) Adult Protective Services	<input type="radio"/>	<input type="radio"/>
2) Child Protective Services	<input type="radio"/>	<input type="radio"/>
3) Continuing education or GED	<input type="radio"/>	<input type="radio"/>
4) Domestic violence program	<input type="radio"/>	<input type="radio"/>
5) Legal Aid Society	<input type="radio"/>	<input type="radio"/>
6) Senior citizen program	<input type="radio"/>	<input type="radio"/>
<b>Other</b>	<input type="radio"/>	<input type="radio"/>

General Conditions	(check all that apply)					Evidence
Interventions	Ref	Edu	Bro	Prod	Other	
1) Cleaning/housekeeping	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Clutter/clear exitways	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) Garbage control (interior/exterior)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4) Rats	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5) Mice	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6) Cockroaches	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7) Integrated Pest Management	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8) Maintenance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9) Other pests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10) Moisture problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11) Mold problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12) Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Household/Injury Prevention Products	Given	Evidence
1) Bathtub strip	<input type="radio"/>	<input type="radio"/>
2) Bike helmet	<input type="radio"/>	<input type="radio"/>
3) Cabinet lock	<input type="radio"/>	<input type="radio"/>
4) Clothes	<input type="radio"/>	<input type="radio"/>
5) First aid kit	<input type="radio"/>	<input type="radio"/>
6) Flashlight	<input type="radio"/>	<input type="radio"/>
7) Night Light	<input type="radio"/>	<input type="radio"/>
8) Sash lock or window guard	<input type="radio"/>	<input type="radio"/>
9) Shock stop	<input type="radio"/>	<input type="radio"/>
10) Toothbrush	<input type="radio"/>	<input type="radio"/>
11) Water bottle	<input type="radio"/>	<input type="radio"/>
12) Other	<input type="radio"/>	<input type="radio"/>

Comments

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