

RFA # 1306271049

**New York State
Department of Health**
Division of Chronic Disease Prevention
Bureau of Tobacco Control

Request for Applications

Health Systems for a Tobacco-Free NY

KEY DATES

RFA Release Date:	October 9, 2013
Questions Due:	October 18, 2013
Questions & Answers and RFA Updates Posted on or about:	November 1, 2013
Applications Due:	Date: November 22, 2013 Time: 4:00 p.m.
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I. Introduction

The New York State Department of Health (Department) Bureau of Tobacco Control (BTC) seeks applications from organizations that will work to engage health care systems to improve the delivery of guideline-concordant care for tobacco dependence through systems and policy change at the organizational level. A systems approach is consistent with the Centers for Disease Control (CDC) Health Impact Pyramid (Frieden, 2010) and interventions that have broader population effect and require lower individual level effort. Health care organizations that serve disproportionately affected populations (low income, low educational attainment, and serious mental illness) are the priority focus for this contract. Health system interventions should result in expansion of the reach of evidence-based smoking cessation interventions without direct provision of those services. The focus is on working with higher level administrative decision-makers to ensure that the providers in the health systems they oversee deliver appropriate and aggressive tobacco dependence treatment to its members.

This Request for Applications (RFA) utilizes the evidence-based model for health systems change as documented in the Clinical Practice Guideline for Treating Tobacco Use and Dependence (Public Health Service Guideline) which can be found at:

http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/tobacco/clinicians/update/treating_tobacco_use08.pdf

The PHS Guideline recommendations for systems interventions should result in an increase in health care providers' use of evidence-based tobacco dependence counseling and medication treatments with patients who use tobacco and higher rates of cessation. It should also make effective treatments more widely available in health systems that serve disparate populations. Recommended system-level strategies from the PHS Guideline (See Chapter 5 of the 2008 update) which are the focus of this procurement include PHS Guideline: Systems Strategy 1 - implementation of tobacco user screening systems integrated into electronic medical records; Systems Strategy 2 - system-level provision of training, cessation resources and materials, and feedback to providers that promotes effective intervention; Systems Strategy 3 - having a dedicated tobacco dependence treatment coordinator with clearly delineated responsibilities ensuring that evidence-based treatment is provided and clear communications with staff are maintained; and Systems Strategy 5 - ensuring that effective treatments (medication and counseling) are covered benefits. Systems Strategy 4, related to tobacco dependence treatment provided in hospital settings, is not a focus of this RFA. The focus will be on instituting these interventions in health care systems that serve patients with low income and low educational attainment and those with serious mental illness.

Funded contractors will maximize the impact of tobacco dependence treatment by working with targeted health care provider organizations to formally incorporate these strategies into their standard policies and procedures. Targeted systems include, but are not limited to, organizations such as community health centers (CHCs), Federally Qualified Health Centers (FQHCs), and mental health/behavioral health service organizations. Other health care provider organizations that primarily serve the targeted populations qualify. Focusing on system and policy-level improvements in tobacco dependence treatment for disproportionately affected groups supports the Department goal of achieving the maximum reduction in adult tobacco use statewide.

The anticipated total funding for this initiative, pending availability of funds, is just over \$15.5 million for 11 contracts (10 regional; one statewide) over a projected four-year and nine-month

contract period. Annual funding amounts for 10 regional contracts are expected to be up to \$300,000 per contract; one statewide contract is expected to be funded up to \$275,000. The statewide contract awardee will NOT hold a regional contract. The anticipated contract start date is July 1, 2014 with an end date of March 31, 2019. A multi-year contract will cover the entire four-year and nine-month timeframe, however applicants will submit two workplans and two budgets. One workplan and budget will cover activities and expenditures for the initial nine-month period from 7/1/2014 to 3/31/2015. A second workplan and budget will represent typical annual activities and expenditures that are planned for periods beginning 4/1/2015 and ending 3/31/2019. Under this Request for Applications (RFA), the Department seeks applications for the components described below.

A. Description of Program

Component A:

The Department anticipates contracting with 10 regional *Health Systems for a Tobacco-Free NY* contractors (Component A). Annual funding amounts are expected to be up to \$300,000 per award. Component A contractors will focus on implementing PHS Guideline system strategies 1 (screening systems), 2 (training, resources and feedback), and 3 (dedicated staffing plan), as outlined above. The work of the funded contractors will emphasize the advancement of organizational systems that address tobacco dependence among disproportionately affected population groups. Successful outcomes will result in clinicians and health care delivery systems consistently identifying and documenting tobacco use status and treating every tobacco user seen in a health care setting; offering every patient who uses tobacco at least the brief treatments shown to be effective in the Guideline; encouraging all individuals making a quit attempt to use both counseling and medication; incorporating “clinician extender” strategies such as Quitline referrals into a tobacco dependence treatment system; requiring tobacco-dependence treatment as a defined duty of clinicians to ensure counseling and medications are systematically provided and their provision documented; and offering on-going provider education and feedback to encourage clinicians to address tobacco use and effectively assist patients with quitting.

Contractors will target organizations within their catchment areas that serve disparate population groups including patients with low income and low educational attainment and those with serious mental illness. At a minimum, contractors will work with FQHCs CHCs, and other organizations serving these targeted groups within their catchment area.

Component B:

The Department anticipates contracting with one contractor who will provide statewide expertise working collaboratively with and serving as a “Center for Excellence” in tobacco dependence treatment health systems policy and environmental change (Component B) for the 10 regional health systems contractors funded under Component A, state-level organizations, and other statewide stakeholders. The Component B contractor is expected to be funded up to \$275,000 for each period of the four-year, nine-month contract to develop and facilitate coordination of guidance and protocols for instituting and enhancing delivery of effective tobacco dependence treatment. Work will focus on PHS Guideline systems strategy 5 (coverage of evidence-based treatments are made widely available) while assisting Component A contractors to realize their efforts with system strategies 1 (screening systems), 2 (training, resources and feedback), and 3 (dedicated staff). The contractor may conduct projects and interventions with statewide

stakeholder organizations and also be responsible for developing tools and training resources for health care provider organizations to utilize when implementing health systems, protocols and policy changes.

Components A and B:

The overall purpose of both Components A and B is to implement strategies to assist health care provider organizations with instituting system level tobacco dependence treatment policies that will lead to the following population-level outcomes:

- Increase the percentage of adult smokers who were assisted in quitting smoking by a health care professional with evidence-based tobacco dependence treatment.
- Increase the number of health care organizations that provide and require tobacco use screening systems for all their networks.
 - Screening systems should cue providers to 1) inquire about the smoking status of every patient at every visit (“Ask”), 2) advise patients to make a quit attempt (“Advise”), and 3) provide effective tobacco dependence treatment in the form of medication and/or counseling and follow-up at the time of the visit (“Assist”).
- Increase the number of health care organizations that provide tobacco dependence provider training, cessation resources, and feedback to all providers regarding their compliance with tobacco use screening and treatment.
- Increase the number of health care plans that provide effective tobacco dependence treatments to all subscribers who use tobacco products.
- Reduce the prevalence of adult smoking among individuals of low socioeconomic status, as measured by those with low incomes and low educational attainment.
- Reduce the prevalence of adult smoking among individuals with serious mental illness (SMI) and substance use disorders.
- Increase the number of Medicaid recipients who utilize the tobacco cessation benefit.
- Increase the number of FQHCs, CHCs and behavioral health organizations and similar organizations with written tobacco dependence treatment policies consistent with these outcomes.

B. Background

Preventing tobacco use is one of the most important public health actions that can be taken to improve the health of New Yorkers, as tobacco use is the leading preventable cause of morbidity and mortality. Each year, approximately 25,500 New Yorkers die prematurely as a result of smoking. More than half a million New Yorkers currently suffer from serious diseases caused or exacerbated by tobacco use. Smoking is a major cause of multiple cancers, of heart disease and stroke, and is the leading cause of chronic obstructive pulmonary disease (COPD), which includes chronic bronchitis and emphysema. The toll of tobacco use is disproportionately higher among people with less than a high school education, those earning less than \$15,000 per year, and individuals who reportedly have poor mental health. These groups have higher smoking rates and greater exposure to secondhand smoke and, as a result, suffer more illness, disease and death.

Youth are vulnerable to experimenting with tobacco and the vast majority of adult smokers began smoking when they were teens. In 2012, 11.9% of high school students, which is equivalent to 107,000 students in New York, reported smoking at least one day in the past 30

days. Among adults who become daily smokers, nearly all first use of cigarettes occurs by 18 years of age, with 99% of first use by 26 years of age.

Exposure to secondhand smoke is a significant cause of illness and death, causing an estimated 50,000 premature deaths in the United States (U.S.) each year. Between 150,000 and 300,000 lower respiratory tract infections are diagnosed in infants and children less than 18 months of age in the U.S. each year. Exposure to secondhand smoke also is responsible for aggravating asthma symptoms in nearly one million children in the U.S. every year.

In addition to the high personal and social toll associated with tobacco use, the financial costs are also high, in part because they lead to higher rates of many chronic diseases. Each year in New York State, \$8.17 billion can be attributed to medical expenditures for smoking. Those costs increase when health care expenditures caused by exposure to secondhand smoke, smokeless tobacco use, cigar and pipe smoking, smoking-related fires, and lost productivity are included.

The Department envisions all New Yorkers living in a tobacco-free society. BTC's mission is to reduce morbidity and mortality and the social and economic burden caused by tobacco use. Evidence-based tobacco control programs and policy interventions can reduce this burden. The goals of BTC's comprehensive tobacco control program are to prevent the initiation of tobacco use, promote tobacco use cessation, and eliminate exposure to secondhand smoke. Disproportionately affected groups, including individuals with low socioeconomic status (low income and low education) and those with poor mental health, are the BTC's primary focus.

To achieve the vision of all New Yorkers living in a tobacco-free society, BTC administers a comprehensive tobacco control program built on evidence-based interventions that are population-based and focused on policy and systems change. The components of BTC's comprehensive program include tobacco-free communities, health systems for a tobacco-free NY, cessation support and services and public health communications (media).

Tobacco-Free Communities

Contractors working on advancing tobacco-free communities will foster environments that support policies and interventions that reinforce the tobacco-free norm. Rather than directly adopting tobacco control policies, contractors accomplish this by implementing a coordinated set of evidence-based strategies to build public, political and organizational support for tobacco control policies. By effectively educating and mobilizing the public and educating government and organizational policy makers, communities become receptive to or even demand strong tobacco control policies. Tobacco-Free Communities contractors carrying out this work are comprised of adults and youth dedicated to promoting a healthy, tobacco-free norm.

Tobacco-Free Communities contractors advance the tobacco-free norms in places where New Yorkers live, work and play. Contractors work to implement changes in tobacco marketing, a known cause of youth smoking. Much of this marketing occurs at the point of sale (POS) in the retail environment and may be largely unnoticed by non-smoking adults. However, youth are particularly aware and observant of POS marketing. POS changes may include display restrictions in the retail environment; reducing the number, type and/or location of tobacco retailers; and restricting discount tobacco sales. Tobacco-free outdoor policy change has resulted in tobacco-free public parks, beaches, playgrounds, clubs, college campuses, and the outdoor areas and entryways of businesses throughout New York State. Tobacco-Free Communities

contractors also work to protect the health of NYS residents by increasing the availability of smoke-free multi-unit housing throughout the state by assisting public housing authorities, nonprofit community development corporations and market rate apartment management companies to adopt no-smoking policies in their communities. Contractors have been successful in promoting initiatives to strengthen clean indoor air laws, product placement laws, and youth access laws and penalties. Tobacco-Free Communities contractors implement multimedia campaigns, community events and other strategies to inform, educate, engage and empower the general population to decrease the social acceptability of tobacco use.

Tobacco-Free Communities contractors regularly engage middle and high school aged youth from diverse economic and cultural backgrounds to work to change community norms regarding tobacco use through activities aimed at deglamorizing and denormalizing tobacco use in their communities. Through civic engagement, youth program initiatives include community education linked to social action, media advocacy, media and community events, and advocacy with organizational decision makers to advance tobacco-free norms through policy change.

Health Systems for a Tobacco-Free NY

Health Systems contractors emphasize the advancement of organizational change addressing tobacco dependence from a systems and organizational perspective. PHS Clinical Practice Guideline for Treating Tobacco Use and Dependence describes systems change as including but not limited to 1) implementation of tobacco user screening systems, 2) health system networks that provide education, resources, and quality improvement feedback that promotes provider intervention for tobacco dependence, 3) dedicated tobacco dependence treatment coordinator ensuring that evidence-based treatment is provided in a timely way and clear communications with staff are maintained and 4) evidence-based tobacco dependence treatments (medication and counseling) are universally-covered benefits by health plans.

Health Systems contractors established by this RFA will work with health care systems that address tobacco use primarily among disproportionately affected populations including people with low incomes, low educational attainment, and poor mental health, by supporting the health systems change efforts described.

By successfully deploying tobacco dependence treatment systems, Health Systems contractors ensure that every patient at every visit is screened for tobacco use, that tobacco use is documented, and that evidence-based assistance is provided at the time of the visit. Tobacco dependence treatment systems cue providers to assess patients and educate them about available interventions. They also ensure that providers have sufficient training in evidence-based tobacco dependence treatment, cessation resources are provided to patient and provider, and providers receive accurate feedback about their tobacco dependence treatment practices. This type of feedback results in improved delivery of care. Dedicated staff providing guideline-concordant tobacco dependence treatment ensures that aggressive evidence-based treatment is provided in a timely way. Health Systems contractors work to ensure that comprehensive coverage of effective tobacco dependence treatments are widely available. Smoking cessation benefits will be promoted by health systems and their providers to increase utilization rates, and any barriers to utilizing the benefits will be removed.

Cessation Support and Services

The BTC funds the New York State Smokers' Quitline, which provides cessation coaching, information and referral services to New York State residents who call the toll-free number 1-866-NY-QUITS (1-866-697-8487) or visit the Quitline website at www.nysmokefree.com. The Quitline also provides individual cessation services and information to employers and health care providers as part of the BTC's population-based, systems change model.

Public Health Communications (Media)

Paid and earned media coverage of tobacco prevention and control events support the BTC, state and community partner efforts to advance tobacco control by educating the community and key community leaders and keeping the tobacco problem on the public's agenda. BTC contractors use television, radio, billboard, print advertising, and social media to expose tobacco industry marketing tactics, deglamorize tobacco use and promote effective tobacco control community policies. An independent evaluator determined from pre-testing of advertisements and research that high-sensation ads have a greater impact on viewers, promote quitting among all smokers, and increase calls to the Quitline. Counter-marketing efforts seek to expose the promotional strategies employed by the tobacco industry, deglamorize tobacco use, and build and sustain anti-industry community sentiment. Counter-marketing efforts support local activities as part of a statewide initiative, reinforce and enhance partner actions and messages at the local level, and provide support for partner community education efforts.

Other BTC Components

BTC contracts with organizations with expertise in policy, training, and research and evaluation. A policy center works with BTC and its contractors to support the adoption of evidence-based policies that reduce tobacco-related morbidity and mortality. A training agency delivers customized trainings to BTC contractors and staff, providing a wide range of training topics to fit contractors' needs and to deepen contractors' understanding and application of the evolving strategies that create effective policy change. BTC supports an internal surveillance and evaluation team and, as required by statute, contracts with an independent evaluator. From its inception, BTC has utilized proven strategies and has adhered to general evaluation guidelines for tobacco control programs. Ongoing surveillance and evaluation activities monitor program progress and impact and ensure that the BTC is investing resources wisely, making progress toward specified goals, and undertaking program improvements as necessary.

II. Who May Apply

Eligible applicants for this RFA include public and private not-for-profit agencies and organizations in New York State, including but not limited to: local government and public health agencies, health care systems, primary care networks, academic institutions, community-based organizations, volunteer associations and professional associations with experience in health systems level change to improve quality of care. Experience working with low income and low educational attainment populations and with individuals with serious mental illness is expected. Proof of not-for-profit status with the Internal Revenue Service should be included as an attachment.

Agencies may apply to serve more than one catchment area in Component A. However, a separate application must be submitted for each catchment area. A single application for more than one catchment area **will be rejected**. If an applicant receives an award for more than one catchment area, the applicant will receive one contract, with separate and distinct workplans and budgets for each catchment area. Any applicants that receive an award for more than one catchment area will comply with all specifications of each area individually, including separate and distinct staffing levels, deliverables, and any other specifications required for this project.

Organizations may apply for **either** Component A **or** Component B, **but not both**. For the purposes of this procurement, organizations are distinguished by their NYS Vendor ID#.

The applicant is responsible for implementing the work described in the Request for Applications (RFA). All core (required) personnel must be employed by the applicant and cannot be subcontracted. Applicants may subcontract components of the scope of work (e.g., evaluation, media, and information technology), but it is required that the applicant retain a majority of the work in dollar value (more than 50%) of the contract within the applicant organization. Applicants that propose to subcontract should identify subcontracting agencies, if known, during the application process. Applicants that plan to subcontract should state in the application which components of the work plan will be performed through a subcontract. Applicants should note that the lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for the Department. Major components of the work plan cannot be subcontracted.

Eligible applicants are required to have a written policy prohibiting any affiliation with a tobacco company or tobacco product manufacturer including receipt of gifts, grants, contracts, financial support and in-kind support and other relationships. Applicants will ensure that no subcontractors receiving funding through this award have any affiliation with a tobacco company or tobacco product manufacturer (Attachment 9).

Catchment areas define the geographic area in which health systems change activities will occur. The catchment area to be served is to be clearly defined on the cover page of the RFA. Organizations may apply to serve the catchment areas listed below.

Component A Catchment Areas and Estimated Funding:

Region	Defined Regional Catchment Area	Maximum Annual Funding	Budget Period 1: 7/1/14-3/31/15	Annual Budget Period 2-5: 4/1/15-3/31/19
Metro North	New York, Bronx, Queens	\$300,000	\$225,000	\$300,000
Metro South	Kings, Richmond	\$300,000	\$225,000	\$300,000
Long Island	Nassau, Suffolk	\$300,000	\$225,000	\$300,000
Hudson Valley	Putnam, Orange, Rockland, Westchester, Dutchess, Sullivan, Ulster	\$300,000	\$225,000	\$300,000
North Country	Clinton, Essex, Franklin, Hamilton, Fulton, Montgomery, Saratoga, Warren, Washington	\$300,000	\$225,000	\$300,000

Capital	Columbia, Delaware, Greene, Albany, Otsego, Rensselaer, Schenectady, Schoharie	\$300,000	\$225,000	\$300,000
South Central	Broome, Chenango, Cortland, Tioga, Tompkins	\$300,000	\$225,000	\$300,000
North Central	Madison, Herkimer, Oneida, Cayuga, Oswego, Onondaga, Jefferson, Lewis, St. Lawrence	\$300,000	\$225,000	\$300,000
Western	Erie, Genesee, Niagara, Orleans, Allegany, Cattaraugus, Chautauqua, Wyoming	\$300,000	\$225,000	\$300,000
Finger Lakes	Livingston, Monroe, Ontario, Seneca, Wayne, Schuyler, Steuben, Yates, Chemung	\$300,000	\$225,000	\$300,000

Component B:

The Component B contractor is considered a statewide contractor and will work collaboratively with the 10 regional health systems contractors funded under Component A. The Component B contractor is expected to be funded up to \$275,000 on an annual basis. There will be a multi-year contract developed for the entire four-year, nine-month period. For the first nine-month budget period from 7/1/14 to 3/31/15, the expected budget is \$206,250. For each 12-month period from 4/1/2015 to 3/31/2019, the expected budget is \$275,000. Initial awards and funding levels throughout the four-year, nine-month contract term are contingent upon approved state budget appropriations and available funding.

III. Project Narrative/ Work Plan Outcomes

Component A

Component A contractors will facilitate health systems change with community health centers, FQHCs, mental health and behavioral health service organizations and similar organizations that serve disproportionately affected populations (low education, low income, and seriously mentally ill) within the contractor's catchment area. The *Health Systems for a Tobacco-Free NY* contractors will work to establish tobacco dependence treatment systems change consistent with the PHS Guideline.

Component A applicants for all catchment areas will include all required deliverables in their application. Health systems change deliverables and the approximate percentage of effort for each deliverable is summarized below:

- | | |
|--|-----------|
| 1. Medical Health Care Systems and Policy Change | 40% - 45% |
| 2. Mental Health Care Systems and Policy Change | 40% - 45% |
| 3. Local Level Disparity Project (Optional) | 0% - 5% |
| 4. Direct Cessation Services (Optional) | 0% - 5% |
| 5. Sustainability | 10% |

1. Medical Health Care Systems and Policy Change

Medical health care systems and policy change refers to the implementation of strategies that will positively influence the medical health care system in a way that improves the delivery of tobacco dependence guideline-concordant care, especially for providers who serve low income and low education populations. The types of organizations that qualify include FQHCs and FQHC “look-alikes,” and other health care organizations that serve populations of lower socioeconomic status. The greatest percentage of effort of Health Systems Component A contractors’ work will focus on advocating with and assisting health care organization administrators with establishing/adopting system-level policies and procedures that improve tobacco dependence treatment as recommended in the PHS Guideline (See Strategies 1 (screening systems), 2 (training, resources, and provider feedback), and 3 (dedicated staff) in Chapter 5 of the PHS Guideline, 2008 Update).

Component A contractors will expend 40% to 45% effort employing the strategies listed below.

- a. Contractors will conduct a thorough search for health care organizations in their catchment area who oversee the health care of lower socioeconomic status clients. Contractors should identify the health systems policies and procedures for tobacco dependence treatment currently provided by these organizations/plans. The organizations and policies will be high level and not direct service providers. For example, working with FQHCs would be appropriate but working directly with its satellite clinics would not. The “parent” health care organization should disseminate new policies and procedures to its satellite clinics.
- b. Contractors will obtain administrative commitment from each health care organization with which it intends to work. An official relationship, as evidenced by a Memorandum of Understanding (MOU), would be preferred to an informal relationship.
- c. Contractors will provide technical assistance, content expertise, and professional guidance to the health care organization in the adoption and dissemination of tobacco dependence health systems strategies in accordance with PHS Guideline. Technical assistance may come in the form of education on the continuing burden of tobacco use especially for those with low education and low income; the need for and specifics of guideline-concordant tobacco dependence treatment; and the relationship between effective provider assistance and smoking cessation success.
- d. Contractors will work with health care organizations to adopt the PHS Guideline health system initiatives including tobacco use screening systems, a formal tobacco dependence treatment provider training plan, provision of cessation resource materials, and methods for implementing a quality control feedback system that makes providers aware of their performance on a regular basis. The importance of dedicated tobacco staff ensuring guideline-concordant care is conducted in a timely way will be communicated. Contractors will provide technical assistance on how such systems should be incorporated into current practices and how the new practices can best be disseminated to clinics and providers.
- e. Contractors will provide guidance on the content of electronic screening systems noting the recent movement towards ensuring “meaningful use” and its relevance to tobacco dependence treatment. Note that tobacco use screening systems that record only “ask” and “advise” and do not include cues, recording of “assistance provided”, or Quitline referrals are missing a key concept regarding timely provision of evidence-based quit “assistance.” This addition is critical to ensuring meaningful use of the tobacco use screening system.

- f. Contractors will obtain organizational commitment to advance the adoption of the desired policies and procedures assuring subsequent systems change. The commitment should include an implementation timeline and a communication plan to introduce the proposed systems change.
- g. Funded contractors may dedicate up to 5% of the Deliverable 1 budget to a health communications campaign (paid media) for the purpose of targeting health care providers and increasing use of guideline-concordant care. Applicants purchasing local media will target health care clinicians to improve their awareness and understanding of tobacco dependence treatment among their priority populations, to increase awareness and utilization of the NYS Medicaid tobacco cessation benefit, or to increase awareness of other available cessation resources and/or the NYS Smokers' Quitline.
- h. Funded contractors may dedicate up to 1% of the Deliverable 1 budget to statewide collaborative conference calls, webinars, trainings, and supporting materials for the purpose of educating health care providers and increasing use of guideline-concordant care.

2. Mental Health Care Systems and Policy Change

Mental health care systems and policy change refers to the implementation of strategies that will positively influence the mental health care system in a way that improves the delivery of tobacco dependence guideline-concordant care, especially for providers who serve individuals with serious mental illness, a group that uses tobacco at inordinately high rates and suffers from greater rates of tobacco-related disease. This deliverable will focus on working with health care organizations in the catchment area that serve mentally ill populations. Contractors' work will focus on advocating with and assisting mental health care organizations that serve the seriously mentally ill with establishing/adopting tobacco dependence treatment systems as recommended in the PHS Guidelines and considering the unique needs of individuals with serious mental illness.

Component A contractors will expend 40% to 45% effort employing the strategies listed below.

- a. Contractors will conduct a thorough search for health care organizations in their catchment area who oversee the health care of individuals with serious mental illness. Contractors should identify the health systems policies and procedures for tobacco dependence treatment currently provided by these organizations/plans. The organizations and policies will be high level and not direct service providers.
- b. Contractors will obtain administrative commitment from each health care organization with which it intends to work. An official relationship, as evidenced by an MOU, would be preferred to an informal relationship.
- c. Contractors will provide technical assistance, content expertise, and professional guidance to the mental health care organization in the adoption and dissemination of tobacco dependence health systems strategies to individuals with severe mental illness and in accordance with PHS Guideline. Technical assistance may come in the form of education on the continuing burden of tobacco use among those with serious mental illness; the need for and specifics of guideline-concordant tobacco dependence treatment; and the relationship between effective provider assistance and smoking cessation success. It is critical for all parties to understand the need for more intensive treatments with potentially higher doses and longer durations of treatment, and the overall complexities of treating tobacco dependence in the seriously mentally ill.

- d. Contractors will work with mental health care organizations to adopt the PHS Guideline health system initiatives including tobacco use screening systems, a formal tobacco dependence treatment provider training plan, provision of cessation resource materials, and methods for implementing a quality control feedback system that makes providers aware of their performance on a regular basis. Contractors will provide technical assistance on how such systems should be incorporated into current practices and how the new practices can best be disseminated to clinics and providers.
- e. Contractors will provide guidance on the content of electronic screening systems noting the recent movement towards ensuring “meaningful use” and its relevance to tobacco dependence treatment. Note that tobacco use screening systems that record only “ask” and “advise” and do not include cues, recording of “assistance provided,” or Quitline referrals are missing a key concept regarding timely provision of evidence-based quit “assistance.” This addition is critical to ensuring meaningful use of the tobacco use screening system.
- f. Contractors will obtain organizational commitment to advance the adoption of the desired policies and procedures assuring subsequent systems change. The commitment should include an implementation timeline and a communication plan to introduce the proposed systems change.

3. Local Level Disparity Project (Optional)

In addition to the required activities, contractors may dedicate up to 5% of the total contract budget toward a special project that addresses health systems change within their catchment area for a unique population or organization that serves the needs of individuals with low income, low educational attainment, or serious mental illness. This project should address the same health systems change activities noted above including screening systems, resources, ensuring coverage and availability of guideline-concordant care (medication and counseling), and dedicated staffing for tobacco dependence treatment. The optional local level disparity project requires Department approval before work begins.

4. Direct Cessation Services (Optional)

The contractor may dedicate up to 5% of the total contract budget toward direct cessation services in the form of nicotine replacement therapies (NRT) under certain conditions. NRT can only be made available to the disparate populations noted in this RFA; that is individuals with low incomes, low educational attainment, and/or individuals with serious mental illness. The purpose of providing NRT should be to incentivize target organizations to work with the contractor using the strategies listed for Deliverables 1 and 2. Any direct cessation services provided *will* be strategically implemented to support the delivery of tobacco dependence treatment within the health care system; services will be evidence-based and consistent with the PHS Guidelines.

5. Sustainability

“Sustainability” refers to the thoughtful implementation of a set of strategic activities designed to maintain ongoing program services and ensure the institutionalization of implemented activities. These activities will increase local and state decision-maker awareness of population-based

tobacco control strategies; improve recognition of the importance of tobacco control strategies; demonstrate success in preventing and reducing tobacco use; and highlight the burden of tobacco use in NYS. The purpose of sustainability activities is to strengthen support for tobacco control public health efforts and to ensure that policy, systems, and environmental changes become the norm.

The Component A organizations funded as a result of this RFA will expend 10% of their effort to implement the following sustainability activities:

1. Write letters to the editor and opinion pieces for local papers discussing tobacco control and health systems change activity issues.
2. Communicate monthly with elected leaders and decision-makers to keep them informed about tobacco control policy, systems and environmental change initiatives in NYS.
3. Conduct one legislative office visit annually to educate legislators about health systems change activities.
4. Build relationships with news reporters and media personalities to disseminate tobacco control policy, systems, and environmental change messages and information.

As a result of these strategies, local and state decision-makers should be educated about the magnitude of tobacco use, effective actions to address the burden of these behaviors, the unmet need for addressing these issues in counties across New York State, and the importance of maintaining the policy, systems, and environmental changes that have occurred as a result of activities funded under this RFA.

Component B

The Component B statewide contractor will serve as a “Center of Excellence” for the adoption of tobacco dependence treatment health systems and will focus its efforts on two sets of consumers. First, the Component B contractor will serve as a resource to all Component A contractors in their effort to work regionally with health care systems and organizations. The Component B contractor will develop materials, manuals, protocols and other products designed to assist Component A contractors in promoting the adoption of the tobacco dependence treatment health system change with disparately affected groups.

Second, the Component B contractor will work with statewide entities to promote large scale systems and policy change and improve health systems delivery of tobacco dependence treatment through efforts with statewide health systems and other statewide stakeholders.

The statewide contractor will not have an award for Component A. This contractor will have at least 1.0 FTE coordinator who works with state-level organizations to develop and facilitate coordination of statewide guidance, protocols, and systems for tobacco dependence treatment.

Applicants for Component B should include all deliverables in their application. Deliverables and the approximate percentage of effort are summarized below:

- | | |
|---|---------|
| 1) Regional Support of Health Systems Change | 40%-50% |
| 2) Statewide Support of Health Systems Change | 40%-50% |
| 3) Sustainability | 5%-10% |

1. Regional Support of Health Systems Change

The Component B contractor will serve as a resource for information and expertise and develop resources, products, and other materials designed to assist the Component A contractors in promoting the adoption of the PHS Guideline health system change strategies regionally. Guidance and/or training will be provided to the regional contractors on how to use products and resources when advocating with health care provider organization administrators or assisting with clinical health systems change implementation. This contractor should serve as an “expert” to the regional contractors in promoting health systems change, especially for the targeted populations.

2. Statewide Support of Health Systems Change

The Component B contractor will work statewide to improve health systems delivery of tobacco dependence treatment through efforts with statewide health systems and other statewide stakeholders. Work will focus on increasing availability and coverage of evidence-based treatments and large scale health systems policy and environment changes that facilitate Component A contractors’ work. The contractor may conduct projects and interventions with statewide stakeholders and organizations.

The Component B contractor will foster relationships with statewide stakeholders and organizations (e.g. NYS Office of Mental Health, NYS Office of Alcohol & Substance Abuse Services, NYS-based Medicaid Managed Care Plans, Community Health Care Association of NYS, Regional & Statewide Health Information Organizations, electronic health record vendors) to eliminate barriers to accessing cessation treatments (counseling & medication); promote and increase utilization of cessation counseling and medication health plan benefits, enhance electronic health record (EHR) systems to include comprehensive tobacco dependence treatment (questions, prompts, referrals, and resources), and other high level systems change interventions that result in increased health care provider use of evidence-based tobacco dependence counseling and medication treatments with patients who use tobacco.

The Component B contractor will participate in a collaborative workgroup consisting of the Office of Mental Health (OMH), Department of Health, and other stakeholders to promote a tobacco-free environment in OMH facilities. This group’s goal is to address tobacco use and dependence and promote sustainable tobacco-free norms within treatment settings serving the serious mentally ill. The specifics of involvement with this group will be determined in discussion with the group itself but the role of the contractor will be consistent with the systems approach described in this RFA.

3. Sustainability

“Sustainability” refers to the thoughtful implementation of a set of strategic activities designed to maintain ongoing program services and ensure the institutionalization of implemented activities. These activities will increase local and state decision-maker awareness of population-based tobacco control strategies; improve recognition of the importance of tobacco control strategies; demonstrate success in preventing and reducing tobacco use; and highlight the burden of tobacco use in NYS. The purpose of sustainability activities is to strengthen support for tobacco control public health efforts and to ensure that policy, systems, and environmental changes become the norm.

The Component B organization funded as a result of this RFA will implement the following sustainability activities:

1. Write letters to the editor and opinion pieces for local papers discussing tobacco control and health systems change activity issues.
2. Communicate monthly with elected leaders and decision-makers to keep them informed about tobacco control policy, systems and environmental change initiatives in NYS.
3. Conduct one legislative office visit annually to educate legislators about health systems change activities.
4. Build relationships with news reporters and media personalities to disseminate tobacco control policy, systems, and environmental change messages and information.

As a result of these strategies local and state decision-makers should be educated about the magnitude of tobacco use, effective actions to address the burden of these behaviors, the unmet need for addressing these issues in counties across NYS, and the importance of maintaining the policy, systems, and environmental changes that have occurred as a result of activities funded under this RFA.

Additional Requirements – Components A and B

1. Administrative Capacity and Responsibilities

The funded organization is responsible for:

1. Implementing the project;
2. Ensuring all program deliverables are met;
3. Reviewing and approving work plan modifications before submission to the Department;
4. Providing budget support to the project and demonstrating capacity to expeditiously process budget and purchasing requests in order to facilitate the smooth operation of the contract;
5. Providing a timely start-up of grant-funded activities including filling vacant staff positions in a timely manner;
6. Submitting all required documents on time, submitting claims for payment in accordance with the contract, and administering all fiscal requirements of the contract in a timely and efficient manner.

2. Staffing

The funded organization will:

1. Provide qualified staff in sufficient numbers to carry out the deliverables of this RFA. The contractor will use grant funds to support a minimum of one full-time Project Coordinator position responsible for building, coordinating and guiding the project in meeting the deliverables of the grant. This person will be the primary contact with the Department staff and will be expected to attend all trainings and meetings convened by the department. In addition, this person should have a function within the funded agency that reflects professional and leadership status.
2. Provide staff with knowledge and skills in: program development; professional

development; coordination and management; fiscal management; cultural competency; advocacy; public relations; public health policy, including analysis, development and implementation; training and technical assistance; strategic planning; gathering and analyzing data; and evaluation methods. Provide salaries that are commensurate with the level of education and experience required for the position.

3. Notify the Department if a vacancy occurs (resignation, maternity leave, medical leave, etc.), and ensure programmatic work is being completed.
4. Provide a sufficient staffing pattern to manage the project and provide information to demonstrate that management staff is at a level within the agency to affect decision making.

3. Staff Orientation, Training, Supervision and Program Support

Contractors are required to support contract staff by providing the following: proper orientation to the organization's policies and procedures; appropriate budgeting for the program's transportation needs; fiscal and budget management support; timely processing of purchase and subcontracting requests; appropriate administrative support; current computer system with access to an individual e-mail account and internet connection; and office and meeting space. In addition to regular travel within the catchment area, frequent travel to Albany as described below is required.

4. Community Partners

Component A contract staff should actively collaborate with their local tobacco control community contractors and other local tobacco control partners in achieving local and regional tobacco control goals. Component B contract staff should actively collaborate with state tobacco control stakeholders including health care organizations and other tobacco control partners in achieving local, regional, and statewide tobacco control goals.

5. Meetings and Trainings

The project coordinators for Component A and Component B will be required to attend and participate in all regional, modality and statewide meetings, and attend required trainings. Successful applicants should plan on approximately 6 trips to the Albany area for meetings and trainings annually.

6. Evaluation

Component A and B contractors will not be conducting their own evaluation projects for this RFA. However, all contractors will cooperate with the Department's Independent Evaluation contractor and the Department's internal evaluation staff on data collection and evaluation activities. At a minimum, all contractors will utilize the Department's web-based contractor monitoring system for regular activity monitoring and reporting of progress towards objectives. Training for the contractor monitoring system will be provided.

Health Systems Change Outcomes

Applicants for both Components A and B will implement strategies to assist health care provider organizations with instituting tobacco dependence treatment systems change that will lead to the

following outcomes:

- a. Increase the percentage of adult smokers who were assisted in quitting smoking by a health care professional.
- b. Reduce the prevalence of adult smoking among individuals of low socioeconomic status, as measured by those with less than a high school education.
- c. Reduce the prevalence of adult smoking among individuals with serious mental illnesses (SMI).
- d. Reduce the prevalence of adult smoking among individuals with substance use disorders.
- e. Increase the number of Medicaid recipients who utilize tobacco cessation benefits.
- f. Increase the number of FQHCs, CHCs and behavioral health organizations with written tobacco dependence treatment policies.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health (Department) Bureau of Tobacco Control (BTC). The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Stephanie Sheehan
NYS Bureau of Tobacco Control
Room 1055, Corning Tower Building
Empire State Plaza
Albany NY 12237
TCP@health.ny.gov

Emails should cite the RFA number provided on the cover of this RFA in the subject line of the email. The RFA number should be included on all written correspondence. To the degree possible, each inquiry should cite the 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, by e-mail or via telephone by calling

Debbie Spinosa
NYS Bureau of Tobacco Control
518-474-1515
TCP@health.ny.gov

Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

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

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

C. Letter of Interest (optional)

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), 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.

Submission of a letter of intent/interest is 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 intent/interest.

D. Applicant Conference

An applicant conference will not be held for this project.

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 *.

Debbie Spinosa
NYS Bureau of Tobacco Control
Room 1055, Corning Tower Building
Empire State Plaza
Albany NY 12237

Applicants shall submit one (1) original, signed application and five (5) 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 requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.

18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

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 anticipated that Health Systems contracts established by this RFA will be single multi-year contracts with a term of four years and nine months (July 1, 2014- March 31, 2019). For budgeting and workplan purposes, the first period is nine months (July 1, 2014- March 31, 2015). The remaining four periods will be 12 months in length beginning April 1, 2015 and ending March 31, 2019.

Continued funding throughout this four-year nine-month period is contingent upon availability of funding and state budget appropriations. DOH also reserves the right to revise the award amount as necessary due to changes in the availability of funding.

H. Payment & Reporting Requirements of Grant Awardees

1. The Department may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent of the first nine-month term of the contract.
2. The grant contractor will be required to submit *monthly* invoices and required reports of expenditures to the State's designated payment office:

Division of Chronic Disease Prevention Fiscal Unit
NYS Department of Health
Room 1042, Corning Tower
Empire State Plaza
Albany NY 12237

Grant contractors must provide complete and accurate billing invoices to the Department's designated payment office in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the Office of the State Comptroller (OSC). Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: <http://www.osc.state.ny.us/epay/index.htm>, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment

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

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. Contractors will be reimbursed for actual expenses as allowed in the contract budget and workplan.

Invoices must be accompanied by back-up documentation for the following expenditures:

- Equipment purchases greater than \$1,000; copy of receipt or invoice with serial number.
- Office technology purchases: copy of receipt or invoice.
- Consultants and/or subcontractor: name, hours worked and rate of pay along with a copy of the invoice.
- Media purchases: copy of receipt.

The Department reserves the right to request additional backup documentation at its discretion.

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

- Monthly Activity Reports on a web-based monitoring system.
- End of Year Reports on a web-based monitoring system.
- Other reports as required by New York State Department of Health Bureau of Tobacco Control.

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master 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/vendor_management/issues_guidance.htm.

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, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

K. Vendor Responsibility Questionnaire

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

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

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

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 7).

L. Vendor Prequalification for Not-for-Profits

Beginning July 31, 2013, all not-for-profit vendors subject to prequalification will be required to prequalify prior to grant application and execution of contracts.

Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's *capacity*, *legal compliance*, and *integrity*.

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: <http://grantsreform.ny.gov/Grantees>.

M. General Specifications

1. By signing the “Application Form” each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgement of the Department, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement 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

Section 1: Executive Summary (2 page limit)

Provide a summary of the project application, including a confirmation of your agency's eligibility. This section is not included in the overall final score, but a penalty of five points will be deducted if the executive summary is not provided.

Section 2: Statement of Need (3 page limit)

5 points

For Component A applicants, describe local health system policies in the catchment area using the best information available, the current status of compliance with these policies, and opportunities for tobacco control action in the catchment area.

For Component B applicants, describe statewide health systems and policies that would be the focus of the applicant's work using the best information available, current challenges to successfully completing this work, and opportunities for statewide health systems tobacco control action.

Section 3: Program Plan (10 page limit)

35 points

Describe how the agency will meet each of the required deliverables as described in Section III - Project Narrative and Work Plan Deliverables (Page 11-Component A, Page 16-Component B). Clearly describe a logical, achievable plan for organizing, implementing, and accomplishing all of the required project deliverables over the life of the contract. Address the manner in which all of the project deliverables will be met, including subcontracting as appropriate. Propose two timelines, in narrative format, to meet deliverables, with specific details describing activities. One timeline will cover activities for the initial nine month period from 7/1/2014 to 3/31/2015. A second timeline will represent activities that are planned for the period beginning 4/1/2015 and ending 3/31/2019. Fill out a work plan template (Attachment 6) for the 9-month budget period (7/1/14-3/31/15) and a work plan template for an annualized 12-month period (4/1/15-3/31/19), and include in the application as an appendix.

Section 4: Applicant Organization (3 page limit)

20 points

1. Describe the mission and purpose of the agency. How will this initiative support or extend the mission and programs within the applicant agency? Briefly describe the agency's experience (include number of years of experience) providing the range of services being applied for in this application, including experience with low income, low education, and serious mentally ill populations. If subcontracts are proposed, describe them. How will the agency ensure programmatic accountability? Describe the agency's experience in conducting health systems change interventions.
2. Describe how the agency will support the health systems change work of the grant contract.
3. Describe an initiative where the agency supported and implemented a health systems change intervention.
4. Describe the applicant's capacity to implement environmental, policy, and/or systems change interventions. If the applicant has previous experience in tobacco control, please describe three examples which demonstrate the agency's capacity to provide effective environmental, policy and systems change interventions. If the applicant does not have previous experience in tobacco control, please describe three examples which demonstrate the agency's capacity to provide effective environmental, policy and systems change interventions in another area of public health.
5. Describe the applicant's capability and resources to ensure timely start-up and implementation of the proposed project.

Section 5: Staffing Pattern and Qualifications (4 page limit) 20 points

1. Describe the staffing pattern for this project and rationale. Attach an organizational chart as an appendix that shows the location of the proposed grant contract within the organization.
2. Include a job description for the required project coordinator and all other proposed staff including where the positions will be located in the organization's hierarchy and what professional level and authority will accompany these positions. (May be included as an appendix.)
3. Describe how orientation and supervision of staff will be provided and by whom, including the credentials of the person(s) who will be providing orientation and supervision to the program. Include resumes of the person(s) providing orientation and supervision, if known, (resumes should be included in the appendix and will not count toward page total).
4. If a vacancy were to occur in the coordinator position, please describe how that position would be covered within the organization until the coordinator returned or a new one was hired.
5. Describe the applicant's current administrative staffing pattern for activities such as payroll, bookkeeping, invoicing, and general tracking of administrative and fiscal controls. Describe the qualifications of key fiscal staff, including a description of the staff's experience (if any) with monitoring government grant funds.

Section 6: Budget (Use attached budget template)

20 points

Complete a budget using the attached budget template (Attachment 5). Applicants should submit two budgets. Budget 1 is a nine-month budget (July 1, 2014 – March 31, 2015) and Budget 2 is an annualized 12-month budget that will represent the remaining four years. Please see the catchment area listing for a breakout of the funding for the two budget periods. All costs should be reasonable, cost effective, related to the provision of this RFA, and consistent with the work plan. Justification for each cost should be submitted in narrative form, using the Budget template Narrative tab (Attachment 5). For all existing staff, the Budget Narrative should delineate how the percentage of time devoted to this initiative has been determined. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.**

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.

Section 7: Optional Program Components (Optional for Component A ONLY – Does not apply to Component B): (3 page limit) No point value

Optional Component – Local Level Disparity Project

1. If the applicant chooses to pursue the local level disparities activity, describe in detail how you will address reducing tobacco use disparities among a specific sub-population in your catchment area.
2. Identify existing partnerships and/or community infrastructure that will support your proposed activity.
3. Include a timeline for proposed activities.

Optional Component – Direct Cessation Services

1. If the applicant chooses to pursue the direct cessation services, describe in detail how limited provision of nicotine replacement therapies will be used to incentivize target organizations to increase cooperation and collaboration.
2. Identify how these services can be used to increase reach with disparate populations that are the focus of this RFA.
3. Describe how direct cessation services will be strategically implemented to support the delivery of tobacco dependence treatment.
4. Include a timeline for proposed activities.

Funding resulting from this RFA will NOT be used for:

- Lobbying,
- Subcontracting out major components of the work plan. Subcontracting may be allowed for specific tasks (see Who May Apply),
- A substitute for tobacco industry sponsorship for events or organizations
- Provision of direct tobacco prevention or treatment services of any kind including:
 - The provision of primary tobacco prevention educational endeavors including health fairs and classroom prevention,
 - Community-based cessation classes and/or services,
 - School-based cessation classes and/or services,
 - General teaching or counseling positions or services.
- Smoke-free pledges to reduce exposure to environmental tobacco smoke (ETS) in homes and vehicles,
- Creation or purchase of any TV, print or radio ads without prior approval from the Department,
- Purchase of “gear” items without prior approval from the Department,
- Execution of any single event with a cost in excess of \$1,000 without prior approval from the Department.

Administrative costs are limited to a maximum of 10% of the total budget using the following calculation: Total budget / (1 + .10) = Remaining budget. The difference is reserved for administrative costs.

Applicants should review established NYS travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the stated standard agency rate and in no case will exceed the approved NYS rates (see www.osc.state.ny.us/agencies/travel/reimbrate.htm.)

Applications should consider the size of the catchment area when calculating travel costs.

B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. UP TO 3POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not exceed **29** single-spaced typed pages for Component A or **26** single-spaced typed pages for Component B (page count includes the Application Cover Sheet, Check List, Table of Contents, Tobacco-Free Policies Attestation form) (budget pages, workplan and other attachments do not count in page total), using a Times New Roman 12-point font.

Applicants must adhere to page limits within each section. Any pages exceeding the limit will not be reviewed. The value assigned to each section is an indication of the relative weight that will be given when scoring your application. The use of binders, folders or any similar binding method is prohibited. Clips or rubber bands are allowable. The original should be clearly marked as such and contain original signatures where applicable.

Page Order

Page 1--Application Cover Sheet (Attachment 4)

Page 2--Check List (Attachment 3)

Page 3--Table of Contents

Page 4--Signed Tobacco-Free Policies Attestation form (Attachment 9)

Content Area	Page Maximum	Point Value
1. <i>Executive Summary</i>	2 pages	<i>Not Scored (however 5 point deduction if not included)</i>
2. <i>Statement of Need</i>	3 pages	
3. <i>Program Plan</i>	10 pages	5 points
4. <i>Applicant Organization</i>	3 pages	35 points
5. <i>Staffing Pattern and Qualifications</i>	4 pages	20 points
6. <i>Budget and Narrative</i>	<i>(use Budget Forms)</i>	20 points
7. <i>Optional Program Components</i> (For Component A Only)	3 pages	Not Scored

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the Department's Division of Chronic Disease Prevention, Bureau of Tobacco Control.

In the event of a tie score, the determining factors for a grant award, in descending order of importance will be:

- Applicant with the highest score in the Program Plan section
- Number of years of experience working with health systems to improve quality of care

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

The Department seeks to provide these services in every catchment area. One award will be made per catchment area. Applications must receive a score of at least 60 in order to receive funding. The highest scoring approved applicant in a catchment area will be funded. Applications will be deemed to fall in one of three categories: 1) not approved, 2) approved but

not funded due to resources, 3) approved and funded.

In the event that there are no successful applicants in a catchment area, neighboring catchment areas will be asked to include those counties in their services. Available funding for the catchment area will be divided evenly among the counties and awarded to the successful applicant(s) in neighboring catchment areas willing to provide the additional service coverage. If any counties remain uncovered after this process, then the Department reserves the right to choose between leaving the county uncovered or re-procuring the county or re-procuring the entire catchment area. In case of default or relinquishment of the contract, the Department reserves the right to assign the contract to an existing contractor in a contiguous catchment area as described above.

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/guide/MyWebHelp>.

VI. Attachments

- Attachment 1: NYS Master Grant Contract with Attachments
- Attachment 2: Letter of Interest Format
- Attachment 3: Application Checklist
- Attachment 4: Application Cover Sheet
- Attachment 5: Budget Template/Instructions
- Attachment 6a: Component A Work Plan Template (9 and 12 months)
- Attachment 6b: Component B Work Plan Template (9 and 12 months)
- Attachment 7: Vendor Responsibility Attestation

BTC Specific Attachments

- Attachment 8: Bureau of Tobacco Control Strategic Plan
- Attachment 9: Tobacco-Free Policies Attestation
- Attachment 10: BTC Statewide Catchment Area Map

Attachments for
Health Systems for a Tobacco-Free NY

Bureau of Tobacco Control

Request for Applications #1306271049

Attachments

- Attachment 1: NYS Master Grant Contract
- Attachment 2: Letter of Interest Format
- Attachment 3: Application Checklist
- Attachment 4: Application Coversheet
- Attachment 5: Budget Template/Instructions
- Attachment 6: a. Component A Work Plan Template (9 and 12 months)
b. Component B Work Plan Template (9 and 12 months)
- Attachment 7: Vendor Responsibility Attestation

BTC Specific Attachments

- Attachment 8: Bureau of Tobacco Control Strategic Plan (an electronic attachment on the DOH website)
- Attachment 9: Tobacco-Free Policies Attestation
- Attachment 10: BTC Statewide Catchment Area Map

Attachment 1

NYS Master Grant Contract

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: _____ To: _____</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: _____ To: _____</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT:</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><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: _____

Contract Number: # _____

**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

Contract Number: # _____

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-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², 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

¹ 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).

² 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).

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.³

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

³As 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:⁴ 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:⁵ 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:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

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

⁴ 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.

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

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

⁷ 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:⁸ 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

⁸ 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:⁹ 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.

⁹ 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

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
<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					

Contract Number: # _____

**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	

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:

Contract Number: # _____

**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.	

Contract Number: # _____

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

Contract Number: # _____

**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: _____

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 _____

- 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)¹

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.

¹ 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.

Attachment 2

Letter of Interest

or

Letter to Receive Notification of RFA Updates and Modifications

Debbie Spinosa
NYS Bureau of Tobacco Control
Room 1055, Corning Tower Building
Empire State Plaza
Albany NY 12237

Re: RFA # 1306271049
RFA Title: Health Systems for a
Tobacco Free NY

Dear Ms Spinosa:

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,

Attachment 3

Checklist for Application Submission

Applicant Name: _____

- Signed original plus five (5) additional copies of the application are enclosed
- Application is clearly labeled with name and number of RFA
- Application Cover Sheet is completed and attached to each copy (Attachment 4)
- Statement Tobacco-Free Policies Attestation is signed and included (Attachment 9)
- 9 month work plan is included as an appendix (Attachment 6)
- 12 month work plan is included as an appendix (Attachment 6)
- 9 month budget is included as an appendix (Attachment 5)
- 12 month budget is included as an appendix (Attachment 5)
- Staff and consultant resumes, organization and program level chart and job responsibilities for each person are included as an appendix
- Proof of not-for-profit status is included
- Vendor Responsibility Attestation

Attachment 4
RFA # 1306271049
COVER SHEET

(TO BE INCLUDED AS FIRST PAGE OF THE APPLICATION)

APPLYING FOR COMPONENT A:

APPLYING FOR COMPONENT B:

CATCHMENT AREA:

Name of Applicant *(Legal name as it would appear on a contract)*

Mailing Address *(Street address, P.O. Box, City, State, ZIP Code)*

SFS Vendor Identification Number:

NYS Charities Registration Number:

Dunn & Bradstreet Number:

Person authorized to act as the contact for this agency in matters regarding this application:

Printed Name <i>(First, Last)</i> :	Title:
Telephone number:	Fax number:
()	()
E-mail:	

Person authorized to obligate this agency in matters regarding this application or the resulting contract:

Printed Name <i>(First, Last)</i> :	Title:
Telephone number:	Fax number:
()	()
E-mail:	

(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this application on behalf of the Board:

Printed Name <i>(First, Last)</i> :	Title:
-------------------------------------	--------

Signature of Applicant or Authorized Representative

Date:

Attachment 5

Budget Template

Please refer to separately posted file.

Attachment 6 (a or b)
Work Plan Template

Please refer to separately posted files.

Vendor Responsibility Attestation

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

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 8
Bureau of Tobacco Control Strategic Plan

(Please refer to electronic attachment on DOH WEB at:
http://www.health.ny.gov/prevention/tobacco_control/docs/leading_the_way_2010-2013.pdf)

Attachment 9

Tobacco-Free Policies Attestation

Applicants are required to have a written policy prohibiting any affiliation¹ with a tobacco company or tobacco product manufacturer² including receipt of gifts, grants, contracts, financial support and in-kind support, and other relationships. Applicants must ensure that no subcontractors receiving funding through this award have any affiliation with a tobacco company or tobacco product manufacturer.

Financial Relationships

The organization does not have any affiliation or contractual relationship with any tobacco company or tobacco product manufacturer, its affiliates, its subsidiaries or its parent company and has a written policy prohibiting any such relationships. The organization will ensure that subcontractors or subgrantees receiving funding through this award do not have any affiliation with a tobacco company or tobacco product manufacturer.

Title: _____

Signature: _____ Date: _____

¹ Affiliation:

- being employed by or contracted to any tobacco company, association or any other agents known by you to be acting for tobacco companies or associations;
- receiving honoraria, travel, conference or other financial support from any tobacco company, association or any other agents known by you to be acting for or in service of tobacco companies or associations;
- receiving direct or indirect financial support for research, education or other services from a tobacco company, association or any agent acting for or in service of such companies or associations, and;
- owning a patent or proprietary interest in a technology or process for the consumption of tobacco or other tobacco use related products or initiatives.

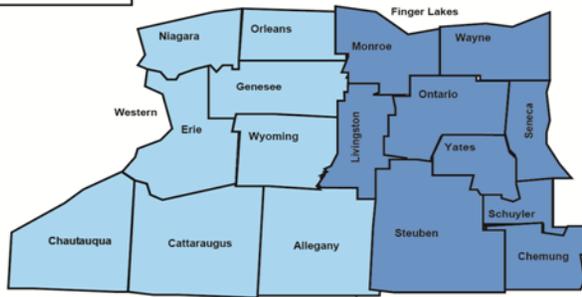
² Tobacco company or tobacco product manufacturer: any person, corporation or entity, including any repacker or relabeler, who:

- manufactures, fabricates, assembles, processes, or labels a tobacco product; or
- imports a finished tobacco product for sale or distribution in New York State.

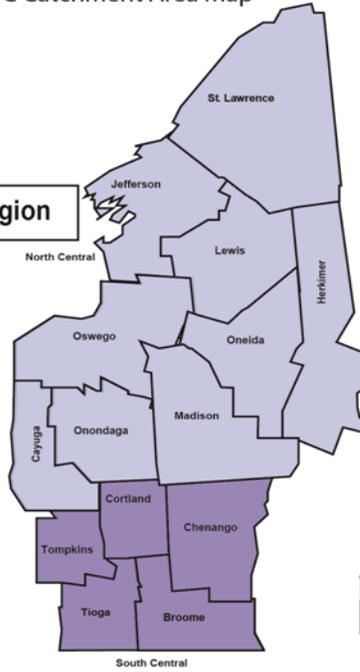
Attachment 10
BTC Catchment Area Map

NYS Bureau of Tobacco Control
Health Systems for a Tobacco Free NY
Catchment Areas

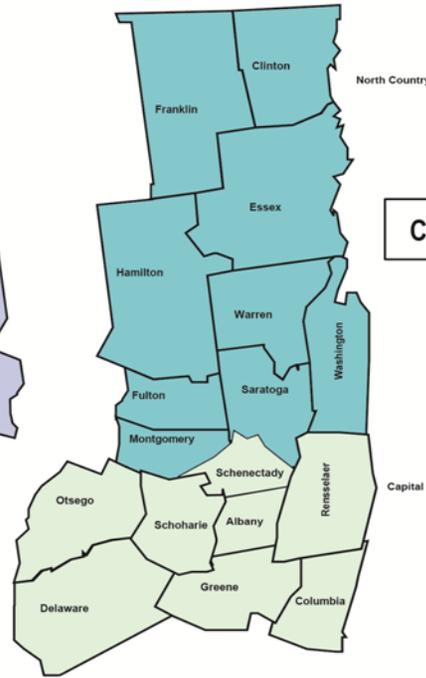
Western Region



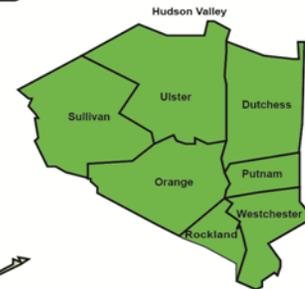
Central Region



Capital Region



Metro Region



Color is used to distinguish catchment areas.

