

**RFA # 1308140158**

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

**Request for Applications**

*Advancing Tobacco-Free Communities*

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*KEY DATES*

<b>Release Date:</b>	<b>December 20, 2013</b>
<b>Letter of Interest Due:</b> <i>(optional but strongly encouraged)</i>	<b>January 30, 2014</b>
<b>Questions Due:</b>	<b>January 8, 2014</b>
<b>Questions, Answers and Updates Posted:</b>	<b>January 22, 2014</b>
<b>Applications Due:</b>	<b>Date: February 10, 2014</b> <b>Time: 4:00 p.m.</b>
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# **I. Introduction**

## **A. Description of Program**

The New York State Department of Health (Department) Bureau of Tobacco Control (BTC) seeks applications from organizations that will foster environments supportive of policies that reinforce the tobacco-free norm in communities throughout New York State. This approach to chronic disease prevention utilizes a community-based strategy which includes community education, community mobilization, government policy maker education and advocacy with organizational decision makers in order to create local environments that demand policy change. The efforts of these Tobacco-Free Community contractors will support the prevention and reduction of tobacco use through the development and reinforcement of a tobacco-free norm throughout communities across New York State through youth action and community engagement.

Total funding anticipated for this initiative is \$9,400,000 annually for up to 25 contracts over a projected 5 year period, pending available funds. Annual funding amounts are expected to range from \$325,000 to \$500,000 and are based on catchment area population.

Under this Request for Applications (RFA), the Department seeks to develop a statewide network of contractors, covering all counties in New York State. The Department anticipates contracting with 25 local community organizations. Each contractor will use a bilateral approach that combines elements of community engagement and youth action (branded as Reality Check) under a single contractor.

Tobacco-Free Community contractors may be organized as formal coalitions or as a network of community members and organizations. Contractors will engage community members, including youth, and leverage resources from the community to advance local and statewide tobacco control action. Tobacco-Free Community contractors will engage local stakeholders, educate community leaders and the public, and mobilize community members and organizations to strengthen tobacco-related policies (both organizational and municipal) that prevent and reduce tobacco use, reduce youth exposure to harmful tobacco marketing in retail settings, limit exposure to secondhand smoke, and reduce smoking imagery through the media.

Each Tobacco-Free Community contract will include administration of a youth oriented element called Reality Check. Reality Check (RC) will engage a core group of youth age 13-18 in action-oriented activities and impart the necessary leadership skills to engage in policy-related tobacco control work of the contract. Youth will be involved through a supportive peer group, working with adult guidance, to take action to mitigate, reduce or eliminate the tobacco industry's deceptive marketing practices. Much of the work of the contract will require strong coordination between the two elements (community engagement and youth action), with an aim of improving the health status of communities by changing community policies and norms about tobacco and tobacco use.

Contractors will implement strategies across communities that will lead to the following outcomes:

- Reduce the impact of retail tobacco marketing on youth
- Establish tobacco-free community norms through tobacco-free outdoor air policies
- Reduce secondhand smoke exposure through smoke free housing policies
- Reduce tobacco imagery in youth-rated movies and tobacco industry presence on social media
- Due to the changing local and statewide policy environment, other outcomes may be added over the life of the contract term.

## 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 NY high school students, 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 (US) 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 US each year. Exposure to secondhand smoke also is responsible for aggravating asthma symptoms in nearly one million children in the US 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 financial 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 costs are included.

The BTC 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 media.

### *Tobacco-Free Communities*

Contractors established by this RFA will work on advancing tobacco-free communities that will foster environments that support policies and interventions to 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 supporting 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, another component of the BTC, emphasize the advancement of organizational change addressing tobacco dependence from a systems and organizational

perspective. Public Health Service (PHS) Clinical Practice Guidelines 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 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 use screening 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 use screening 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, that cessation resources are provided to patient and provider, and that 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](http://www.nysmokefree.com). The Quitline also provides individual cessation services and information to employers and healthcare providers as part of the BTC's population-based, systems change model.

### *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 has 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**

### A. Minimum Eligibility

Eligible applicants include nonprofit organizations (include as an appendix proof of nonprofit status with the Internal Revenue Service) and local government agencies in the State of New York including but not limited to: local government and public health agencies, health care systems, primary care networks, academic institutions, youth-focused agencies, community-based organizations, volunteer associations and professional associations, with experience and expertise in organizing community members and youth organizations to advance public health policy and in mobilizing communities to address tobacco use. Applicants should be an organization with an established presence in the catchment area to be served (see list of catchment areas below). Applicants should demonstrate 1) the financial and administrative capacity to manage a state contract and 2) the technical expertise to successfully implement the full range of activities outlined in this RFA.

Agencies may apply to serve more than one catchment area. 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 work plans 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.

The applicant is responsible for implementing the work described in the RFA. All core (required) personnel should be employed by the applicant and cannot be subcontracted (core personnel are defined in the staffing Section III. B. 4). Applicants may subcontract components of the scope of work (e.g., evaluation, media, and information technology), but should retain a majority of the work in dollar value (more than 50%) of the contract within the applicant organization. Major components of the work plan cannot be subcontracted (should retain more than 50% effort). The applicant agency cannot be a pass-through for funding to other organizations. Applicants that propose to sub-contract 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 NYSDOH. All subcontractors should be approved by the Department of Health.

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 should ensure that no subcontractors receiving funding through this award have any affiliation with a tobacco company or tobacco product manufacturer (Attachment 9).

**B. Preferred Eligibility**

Preference will be given to applicants that demonstrate the following:

- An understanding of the role of community norms in influencing individual behavior and how community norms can be changed to support healthful behavior;
- At least three years of experience conducting policy work, community advocacy, community planning, and community organizing, including public communication campaigns, that result in the adoption of community policies supporting a tobacco-free norm;
- Applicant staff has or will have training, skills and experience consistent with the program, evaluation and fiscal and management skills that address the needs of the project;
- Experience working with youth;
- At least two years of experience with administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.

**C. Catchment Areas**

Catchment areas define the geographic region in which Tobacco-Free Communities activities will occur. Organizations may apply to serve the catchment areas listed below. It is required that applicants serve the entire catchment area.

<b>Catchment Area</b>	<b>Estimated Maximum Annual Funding</b>
Nassau, Suffolk	\$500,000
Kings	\$500,000
Queens	\$500,000
New York	\$500,000
Bronx	\$500,000
Putnam, Orange, Westchester, Rockland	\$500,000
Erie, Niagara	\$400,000
Monroe, Orleans	\$400,000
Cayuga, Onondaga, Oswego	\$400,000
Albany, Rensselaer, Schenectady	\$325,000
Dutchess, Sullivan, Ulster,	\$325,000

Richmond	\$325,000
Madison, Herkimer, Oneida	\$325,000
Saratoga, Warren, Washington	\$325,000
Allegany, Cattaraugus, Chautauqua	\$325,000
Yates, Ontario, Seneca, Wayne	\$325,000
Jefferson, Lewis, Saint Lawrence	\$325,000
Broome, Tioga	\$325,000
Tompkins, Cortland, Chenango	\$325,000
Schuyler, Steuben, Chemung	\$325,000
Clinton, Essex, Franklin	\$325,000
Wyoming, Genesee, Livingston	\$325,000
Delaware, Otsego, Schoharie	\$325,000
Columbia, Greene	\$325,000
Fulton, Montgomery, Hamilton	\$325,000

It is the intent of the RFA to provide services to all counties within NYS. Applicants may submit proposals for more than one catchment area, **but each catchment area (see chart above) must be a separate proposal.** The catchment area is to be specified on the cover page of the application. 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. The Department reserves the right to redefine the catchment areas to ensure statewide program coverage. Contract funding to newly defined catchment areas will be modified accordingly.

### III. Project Narrative/ Work Plan Deliverables

#### A. Deliverables

All applicants should include all deliverables in their application. Please refer to Section VI, Attachment 6 for the Work Plan Standards Guidance document, which outlines specific expectations for meeting all deliverables. All strategies used to meet deliverable requirements should incorporate the principles of community engagement, community mobilization and youth involvement. Tobacco-Free Community required deliverables, along with the approximate percent of effort, are summarized below:

- |  |          |
|--|----------|
| 1) Point of Sale                               | 40%      |
| 2) Tobacco-Free Outdoors                       | 15%      |
| 3) Smoke Free Housing                          | 10-15%   |
| 4) Smoke Free Media                            | 10-15%   |
| 5) Sustainability                              | 10%      |
| 6) Evaluation Project                          | 5-10%    |
| 7) Local Level Disparities Activity (Optional) | Up to 5% |

In addition to the required deliverables, applicants may choose to dedicate up to 5% of effort toward a local level community-based activity that addresses local or regional tobacco use disparities. The proposed activity should be related to one or more of the core deliverables 1-4 listed above and should be included to address the specific and/or unique needs of a sub-

population in the catchment area.

### 1) Point of Sale

### 40 Percent of Effort

Organizations funded under this RFA will implement actions to address tobacco marketing and promotion in the retail environment and continue NY tobacco control program work to de-normalize and deglamorize tobacco use. Organizations funded under this RFA will devote approximately 40 percent of effort to the point of sale strategies listed below.

The tobacco industry spends billions of dollars to market its deadly products in stores including: paying retailers to prominently display tobacco products, in-store marketing, price discounts, and other in-store promotions. Exposure to tobacco marketing in stores is a primary cause of youth smoking. Every day children are exposed to prominent tobacco displays at the cash register and other excessive tobacco marketing/promotions at tobacco retailers throughout the community. To protect children, communities should reduce youth exposure to in-store tobacco marketing.

- a. *Community Education Strategy* - The public is largely unaware of the harms caused by retail tobacco marketing. Local communities have the authority to restrict the sale of tobacco products made permissible through the federal Family Smoking Prevention and Tobacco Control Act (FSPTCA). Communities may also restrict the time, place and manner of tobacco marketing. The community needs to understand why policy action is important before policy change can occur. Community education is essential for educating the public about point of sale tobacco marketing and the policy options available to communities. Successful community education will increase public support for point of sale policies; will mobilize the community to educate others and voice its support for point of sale policies; and will educate policy makers about the issue.
- b. *Community Mobilization Strategy* - There is a broad constituency that should be committed to restricting retail tobacco product marketing. Protecting youth is a primary goal of the point of sale initiative and youth and youth-focused organizations should be actively engaged in local point of sale activities. Low-income and racial/ethnic minority groups are disproportionately affected by retail tobacco marketing and organizations representing these groups should also be actively engaged. Community mobilization refers to engaging these, and other influential community members and organizations.
- c. *Government Policy Maker Education Strategy* - As with all activities implemented for the Department, all lobbying is **expressly prohibited**. Tobacco-Free Communities contractors will educate elected officials and other decision makers about the prevalence of retail tobacco marketing and its impact on youth and the local community.
- d. *Paid Media Strategy* - Paid media activities for the point of sale initiative are focused on a collaborative statewide media campaign that is designed to educate the public about the harms caused by retail tobacco marketing and provide a call to action for the public to respond to this issue. The statewide media campaign message, creative, and placement plan will be determined by a contractor-led workgroup. The statewide campaign's point of sale messaging builds support for multiple point of sale policy options at the local and state level. Organizations funded under this RFA are not expected to provide individual media proposals as part of the application. However, as an optional strategy and if funds permit, contractors can place local paid media to advance the point of sale initiative locally and to recognize municipalities that adopt strong point of sale policies.

## 2) Tobacco-Free Outdoors

### 15 Percent of Effort

Organizations funded under this RFA will implement actions to reduce or eliminate tobacco use in outdoor areas and continue NY tobacco control program work to de-normalize tobacco use. Organizations funded under this RFA will devote approximately 15 percent of effort to the tobacco-free outdoor strategies listed below.

Tobacco use in outdoor areas such as parks, playgrounds and beaches is dangerous to the environment, presents a health risk to non-smoking adults and children and is not consistent with the tobacco-free norm in New York State. Municipalities and employers can keep outdoor areas free of pollution, protect children and animals from ingesting toxic cigarette butts, prevent exposure to secondhand smoke and maintain the tobacco-free norm.

- a. *Community Education Strategy* – Community education is essential for educating the public about the public health and environmental harms caused by outdoor tobacco use. Successful community education will ensure there is public support for tobacco-free outdoor policies; will help mobilize the community to voice its support for tobacco-free outdoor policies; and will help educate government and organizational policy makers about the issue.
- b. *Community Mobilization Strategy* - Protecting youth from the role-modeling of tobacco use in the outdoor areas where they play is a primary goal of the tobacco-free outdoors initiative and, because of that, youth and youth-focused organizations need to be actively engaged in local tobacco-free outdoor activities. Discarded tobacco products and packaging is a primary source of litter in our communities. Concerns regarding exposure to secondhand smoke may be a concern if people are concentrated near building entryways, rail stations, bus stops, and other outdoor areas. Environmental organizations and other groups that promote clean, healthy communities should also be actively engaged. Community mobilization refers to engaging these, and other influential community members and organizations, to advance community education and government policy-maker education efforts related to tobacco-free outdoors.
- c. *Advocating with Organizational Decision-Makers Strategy* - Contractors will target major non-governmental employers within their communities to adopt tobacco-free policies, including tobacco-free entryways and campuses. Major employers include those that employ a large number of individuals or those that are considered influential organizations in a community. Contractors will identify and empower organizational champions who are committed to tobacco-free worksite policies.
- d. *Government Policy Maker Education Strategy* - As with all activities implemented for the Department, all lobbying is **expressly prohibited**. Contractors will educate elected officials and other decision makers about the public health and environmental harms caused by outdoor tobacco use.
- e. *Paid Media Strategy*- Paid media activities for the tobacco-free outdoors initiative are focused on a collaborative statewide media campaign that is designed to educate the public about the social and physical harms caused by tobacco use in outdoor spaces and provide a call to action for the public to respond to this issue. The statewide media

campaign message, creative, and placement plan will be determined by a contractor-led workgroup. Organizations funded under this RFA are not expected to provide individual media proposals as part of the application. However, as an optional strategy and if funds permit, contractors can place local paid media to advance the tobacco-free outdoors initiative locally.

### **3) Smoke-Free Multi-Unit Housing**

#### **10-15 Percent of Effort**

Organizations funded under this RFA will implement actions to promote smoke-free policies in multi-unit housing, with a strong emphasis on policies that protect the health of low-income residents. Funded organizations will also create an environment in at least one municipality that successfully demands passage of local regulations that require all landlords and building owners to fully disclose their smoking policies to all current and new tenants. Organizations funded under this RFA will devote approximately 10-15 percent of effort to the smoke free housing strategies listed below.

Exposure to secondhand smoke (SHS) is linked to heart disease, cancer, and other chronic illnesses in non-smokers. SHS drifts from smokers' apartments to those of non-smokers, forcing many apartment, co-op, condo, and public housing residents to breathe secondhand smoke. To protect non-smoking residents from exposure to SHS, multi-unit dwelling management companies and landlords should adopt smoke-free multi-unit housing policies.

- a. *Community Education Strategy* - Community education is used to increase public awareness of the benefits of smoke-free housing policies and the legal right to establish smoke-free policies for rental units. Successful community education encourages tenants to demand smoke-free housing policies and will help educate organizational policy makers about the issue.
- b. *Community Mobilization* – Community mobilization refers to engaging influential community members and organizations to publicly support and take action on smoke-free policies for multi-unit housing.
- c. *Advocating with Organizational Decision-Makers Strategy*– Contractors target landlords and property management companies within their communities to advocate for the adoption of smoke-free multi-unit housing policies. Contractors will identify and empower organizational champions who are committed to smoke-free housing policies. Contractors will also provide technical assistance to assist landlords and property management companies in the adoption of smoke-free policies.
- d. *Government Policy Maker Education Strategy*- As with all activities implemented for the Department, all lobbying is **expressly prohibited**. Funded organizations will educate elected officials and other decision-makers about the public health and social harms caused by exposure to tobacco use in multi-unit housing.
- e. *Paid Media Strategy (optional)* - Paid media activities for the smoke-free multi-unit housing initiative are focused on educating landlords and property management companies about the benefits of smoke-free policies. Funded organizations may also use paid media to recognize the organizations that have established smoke-free polices.

#### 4) Smoke Free Media

#### 10-15 Percent of Effort

Organizations funded under this RFA will implement actions by working with youth in the community to promote policies that reduce tobacco use imagery in youth-rated movies and on the Internet. Smoke-free media is a focus for the youth members of Tobacco-Free Communities contractors. In addition, organizations will implement actions to educate communities and decision-makers about the tobacco industry's use of social media, a forum largely utilized and recognized by youth. Organizations funded under this RFA will devote approximately 10-15 percent of effort to the smoke free media strategies listed below.

Research shows that smoking in movies and other media affects teen perceptions of smoking norms and raises the likelihood of youth initiation. Youth consumption of media such as movies and the internet continues to rise, thus also increasing the level of exposure to tobacco images each year. In addition, there is a growing body of evidence showing that the tobacco industry utilizes outreach techniques through various social media forums, many of which have high youth consumption rates. To protect children, the media community (Motion Picture Association of America (MPAA), Federal Communications Commission, Internet parent companies, etc.) should remove tobacco imagery from youth-rated media and the public should be made aware of the tobacco industry's use of youth-friendly social media.

- a. *Community Education Strategy* - Community education is used to increase public awareness of the strong relationship between tobacco imagery in the media and youth tobacco use, initiation, and perception of normative behavior. Successful community education encourages community members and leaders to demand that youth rated movies and internet sites with high youth viewership be free of tobacco imagery. Community education will also help educate the community and organizational policy makers about the issue of the tobacco industry's use of youth-friendly social media.
- b. *Community Mobilization* – Reality Check will work with influential community members and organizations to obtain their public support for Smoke Free Media objectives. These organizations will be expected to take action to assist Reality Check with its Smoke Free Media education and advocacy work.
- c. *Advocating with Organizational Decision-Makers Strategy* – Reality Check will target the media community (MPAA, Internet parent companies, etc.) to educate them about the benefits of the adoption of policies restricting tobacco imagery from youth-rated movies and/or internet sites with high youth viewership. Reality Check will identify and empower organizational champions who are committed to smoke free media policies.
- d. *Government Policy Maker Education Strategy* - As with all activities implemented for the Department, all lobbying is **expressly prohibited**. Funded organizations will educate elected officials and other decision makers about the public health and social harms caused by tobacco imagery in youth-rated movies, tobacco imagery on Internet sites with high youth viewership, and tobacco industry use of youth-friendly social media.

- e. *Paid Media Strategy (Optional)* - Paid media activities for the smoke-free media initiative are focused on educating community members and community leaders about the problem of tobacco imagery and tobacco industry presence in the media.

### **5) Sustainability**

### **10 Percent of Effort**

Sustainability refers to the implementation of activities designed to increase community awareness of tobacco control programs, highlight the burden of the tobacco epidemic in our communities, and demonstrate tobacco control's success in preventing and reducing tobacco use. Funded organizations will devote approximately 10 percent of effort to effectively engage in select educational activities as determined by the Department.

### **6) Evaluation Project**

### **5-10 Percent of Effort**

Each contractor will propose an evaluation project annually. Programs will dedicate up to 10 percent of grant funds to program evaluation to measure the impact of selected activities and strategies and contribute to the achievement of tobacco control program objectives and goals. The Department's Institutional Review Board should approve research and evaluation protocols that involve human subjects. Contractors will participate in evaluation trainings provided by the NYS Department of Health, will work with BTC evaluation specialists to develop and implement appropriate evaluation methodologies, and will cooperate with the Program's independent evaluation contractor, to provide information and implement studies conducted to assess the impact of the BTC or its components on tobacco use, attitudes and related behaviors.

### **7) Local Level Disparities Activity (Optional)**

### **up to 5 Percent of Effort**

Organizations funded under this RFA may choose to dedicate up to 5 percent of effort toward a local level activity that aims to further reduce tobacco use disparities among a specific sub-population in the catchment area. The proposed activity should relate to at least one of the required deliverables (1-4) noted above and should be approved by the Department.

## **B. Additional Requirements for All Organizations Funded Under This RFA**

### **1) Collaboration and Communication**

- Tobacco-free community contractors will develop and maintain active partnerships that support the mission of reducing morbidity and mortality and alleviating the social and economic burden caused by tobacco use in New York.
- Tobacco-Free Communities Contractors will develop and maintain effective communication systems with partners at the state, regional and local level.
- Tobacco-Free Communities Contractors should include youth, diverse organizations and interest groups with responsibilities and interests related to the prevention and reduction of tobacco use.

### **2) Tobacco-Free Communities Structure**

- Applicants may employ a traditional coalition model for governing and decision-making or may choose to organize partnership activities according to a different structure.
- Under any proposed structure, funded organizations should include advocacy partners, voluntary health organizations, universities, hospitals, youth focused organizations, mental health providers, local health departments, organizations that represent diverse communities, community-based organizations, trade organizations, statewide and local

partners, health boards, commissions, and advisory groups with responsibilities related to tobacco control, as needed to achieve Department goals and objectives.

- Applicants will insure the partnership model incorporates systems that empower and motivate members to achieve strong performance standards.

### **3) Incorporating Youth Action**

- Youth action, under clear adult guidance, will enhance all of the work plan deliverables. Applicants funded under this RFA will ensure that a core group of youth is maintained to carry out activities associated with the Reality Check initiatives, and also to support as appropriate the work of Community Engagement. Applicants should identify how they will conduct activities aimed at recruiting youth between the ages of 13 and 18 years old that are interested in participating in tobacco control social action activities in their communities. Recruitment activities should be focused on recruiting and retaining a limited number of youth, who can actively participate in achieving contract deliverables.
- Applicants will clearly define the roles of teens and staff in the program. Experience has demonstrated that in the most successful youth programs, the roles are divided with teens acting as educators and advocates, interacting with media, policy makers, and community members, and planning and carrying out specific programs. Adults identify the parameters of the project, facilitate planning and help keep teens on track, and provide logistical support and training so the teens will succeed at their activities.

### **4) Staffing**

- The funded agency should identify and hire staff with the appropriate competencies to implement the full range of activities for which they are applying.
- The staffing pattern should be sufficient to manage tobacco-control community engagement including a youth action element and should provide information to demonstrate that management staff is at a level within the agency to affect decision making related to the two elements of this work (community engagement and youth action).
- The funded agency is responsible for ensuring all program deliverables are met.
- The funded agency will review and approve annual work plans, monthly reports, other required reports submitted to the Department, and attend all site visits.
- The funded agency will be required to use grant funds to support a minimum of one full-time Community Engagement Lead Coordinator position, responsible for managing the day-to-day operations of community engagement, and building, coordinating and guiding work to accomplish science-based tobacco control action consistent with the Department goals.
- The funded agency will be required to use grant funds to support a minimum of one full-time Reality Check Lead Coordinator position for the youth action element, responsible for managing the day-to day-operations of youth action; interfacing with youth, community members, organizations and decision-makers at every level; and motivating and leading youth in tobacco control interventions.
- Additional responsibilities of both full-time staff positions include: interfacing with community members, organizations and decision-makers at every level; building support for the initiatives of the contract; motivating partners and leading the efforts, through both elements, in tobacco control interventions. Funded staff should have a function within the funded agency that reflects professional and leadership status and should

possess a skill set that enables them to motivate and inspire others, convey knowledge and enthusiasm to partners, demonstrate initiative and drive, communicate effectively within the community and with regional and state level partners, and plan and implement effective tobacco control action.

- Both full-time staff will be considered primary contacts for the Department and will be expected to attend all required meetings and trainings convened by the Department.
- The funded agency will use grant funds to support a minimum of 0.15 FTE Director to provide direction to the Coordinator positions noted above. This position will be responsible for providing oversight and ensuring there is effective and efficient coordination between the two elements of the contract. Staff in this position may be expected to participate in Department conference calls, attend required meetings, and participate in plans for carrying out the deliverables of the contract. Staff should have knowledge and skills in: program development, coordination and management; fiscal management; leadership development; tobacco control content; cultural competency; advocacy; public relations; public health policy, including analysis, development and implementation; community outreach and mobilization; training and technical assistance; health communications and counter-marketing; strategic use of media including media advocacy, earned and paid media; strategic planning; gathering and analyzing data; and evaluation methods.
- It is required that the coordinators who are responsible for the day-to-day management of the project have at least a bachelor's degree and three years of experience in a like (advocacy or tobacco control) or similar (health education, teaching, etc.) position.
- Salaries should be commensurate with the level of education and experience required for the job. *Please note: if a vacancy occurs (resignation, maternity leave, medical leave, etc.), it is the responsibility of the contract agency to cover extended absences and to ensure programmatic work is being completed.*

#### **5) Staff Orientation, Training, Supervision and Program Support**

- Funded agencies are required to support staff by providing training to equip staff with basic professional competencies such as the ability to engage in effective presentation and public speaking activities and utilization of time management skills. Agencies are also required to provide 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 supervision and support; access to up-to-date tobacco control information; current computer system with access to an individual e-mail account and the Internet, and office and meeting space.

#### **6) Meetings and Training**

- Coordinators are required to: attend and participate in all regional, modality and statewide meetings, attend required trainings (an estimated two trainings per quarter may be held annually and may require travel to other areas of the state), and participate in training on the Department's web-based monitoring system. Frequent travel to Albany is required. Applicants should budget for a minimum of 6 trips to Albany per year for both coordinators.

#### **7) Organization**

- The funded agency should provide fiscal and budgetary support and have demonstrated capacity to expeditiously process budget and purchasing requests in order to facilitate the

smooth operation of the contract.

#### 8) Paid Media

- Funded agencies will be required to allocate a minimum of 10% of their budget to support specific Department-directed, collaborative media efforts. In addition, contractors may use additional paid media to extend local collaborative media efforts. The primary purpose of purchasing media is to educate the public or a subgroup of the public.

### IV. Administrative Requirements

#### A. Issuing Agency

This RFA is issued by the New York State Department of Health (Department), Division of Chronic Disease Prevention, Bureau of Tobacco Control. 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](mailto:TCP@health.ny.gov)

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

Questions of a technical nature can be addressed in writing, by email or via telephone by calling:

Debbie Spinosa  
NYS Bureau of Tobacco Control  
Room 1055, Corning Tower Building  
Empire State Plaza  
Albany NY 12237  
518-474-1515  
[TCP@health.ny.gov](mailto: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 Intent/Interest (*optional, but strongly encouraged*)**

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), it is strongly encouraged that they complete and submit a letter of interest (see Attachment 2). It will also allow the Department to assist applicants with the vendor prequalification process. 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 <sup>\*</sup>.

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**

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 expected that contracts resulting from this Advancing Tobacco-Free Communities RFA will be a multi-year contract with a term of five years (July 1, 2014 - June 30, 2019). For budgeting and work plan purposes, there will be five annual periods, beginning July 1, 2014 and ending June 30, 2019.

Continued funding throughout this five year 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 12-month period 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 Management 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](mailto: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 claims for reimbursement by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

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.

Payment terms will be: Contractors will be reimbursed for actual expenses incurred as allowed in the contract budget and work plan.

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

- Monthly Activity Reports on a web-based system.
- End of Year Reports as required.
- Other reports as required by the Department.

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](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](http://www.osc.state.ny.us/vendor_management/index.htm), by contacting the SFS Help Desk at 855-233-8363 or by emailing at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov).

### **K. Vendor Responsibility Questionnaire**

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](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](mailto: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](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>.

Please be advised that prequalification status will be verified through an initial compliance check for all non-exempt applicants. Applicants who have been prequalified will move on to

the application review phase. The Department will contact organizations that are not prequalified via phone and follow-up email using the contact information provided in the Application Coversheet. The applicant will have 10 days to prequalify with the Grants Gateway. If applications meet the deadline, they will move on to the application review phase. Applications not able to meet this deadline will be at risk of their applications not being reviewed thereby making them ineligible for award.

## **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 (up to 2 single-spaced pages) No point value**

In no more than two pages, provide a summary of the project proposal, including a confirmation of your agency's eligibility. This section is not scored, however five points will be deducted if the executive summary is not provided.

#### **Section 2: Statement of Need (up to 3 single-spaced pages) 5 points**

Describe the characteristics of the catchment area and its population, including education, income, and relevant health indicators. Identify prevailing social norms regarding tobacco use and barriers to changing them. Note significant tobacco control activity and achievements over the past five years.

Describe local tobacco control laws and regulations in the catchment area, the current status of compliance with these laws, and opportunities for tobacco control action in the catchment area.

#### **Section 3: Program Plan (up to ten single-spaced pages) 35 points**

Describe how the agency will meet each of the required deliverables as described in Section III. Clearly describe a logical, achievable plan for organizing, implementing, and accomplishing all of the required project deliverables over the life of the contract. Include a description of how the agency will coordinate efforts, when applicable and appropriate, between both elements of the contract (Community Engagement and Reality Check). Propose a timeline in narrative format to meet deliverables, with specific details describing activities. The timeline should represent an annualized 12-month time period. Address the manner in which all of the project deliverables will be met, including subcontracting as appropriate. Fill out the work plan template for a 12-month period (Attachment 6) and include in the application as an appendix. A Work Plan Standards Guidance document (Attachment 6) is included for reference when completing the work plan template. Follow the guidance carefully. For purposes of this RFA, generally only one required activity (task) needs to be described per strategy category within each deliverable. Successful applicants will need to complete a workplan that includes ALL required activities described in the guidance document prior to finalizing a contract. Attachment 6 is modeled after Attachment C of the Master Grant Template (RFA Attachment 1). DO NOT use the Master Grant Template for this application. It is for reference only.

#### **Section 4: Applicant Organization (up to 3 single-spaced pages) 15 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? Describe the agency's experience providing the range of services being applied for in this application, including experience with youth action (provide details regarding years of experience with each service being described). If subcontracts are proposed, describe them. How will the

agency ensure programmatic accountability? Describe the agency's experience in conducting community organizing and public communication activities and interventions.

2. Describe how the agency will support the social change work of the grant contract.
3. Describe an initiative where the agency utilized public communication strategies to support a policy intervention.
4. Describe the applicant's capacity to provide effective tobacco control services. If the applicant has previous experience in tobacco control, please describe three examples of this experience which demonstrate the agency's capacity to provide effective tobacco control services. If the applicant does not have previous tobacco control experience, please provide three examples of the agency's experience implementing community organizing, youth action or policy change services related to a public health goal.
5. Describe the applicant's presence in the community and how this enhances the capacity to meet the deliverables of this grant.
6. Describe the applicant's capability and resources to ensure timely start-up and implementation of the proposed project.

**Section 5: Staffing Pattern and Qualifications (up to three single-spaced pages) 20 points**

1. Describe the staffing pattern and rationale. Attach an organizational chart as an appendix that shows the location of the proposed grant contract within the organization. (The organizational chart does not count toward the page limit.)
2. Include a job description for the grant contract coordinators and director 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. Does not count toward page limit.)
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 if the person(s) providing orientation and supervision is known (resumes should be included in the appendix and will not count toward page total).
4. If a vacancy were to occur in either of the coordinator positions, please describe how that position(s) would be covered within the organization until the coordinator(s) 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: Evaluation (up to two single-spaced pages) 5 points**

1. Describe how you will conduct program evaluation to measure the impact of selected activities and strategies and contribute to the achievement of tobacco control program objectives and goals.
2. Describe how you will work collaboratively with Department evaluation specialists to develop and implement evaluation methodologies and participate in applicable Department evaluation trainings AND the Department's independent tobacco control program evaluation contractor to provide information and implement studies to assess the impact of program activities on tobacco use, attitudes and related behaviors.

**Section 7: Budget****20 points**

Complete a budget using the attached budget forms (Attachment 5). Applicants should submit one annualized budget representative of one year of the five-year period (July 1, - June 30). Please see the catchment area listing on page 9 for a breakout of the annual estimated funding for the budget period. All costs should be related to the provision of this RFA, as well as be consistent with the work plan, reasonable and cost effective. Justification for each cost should be submitted in narrative form, using the Budget Justification form (Attachment 5). For all existing staff, the Budget Justification 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.**

**Section 8: Optional Program Components: (up to 4 pages)****No point value**

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 which of the required deliverables the activity will address (point of sale, tobacco-free outdoors, smoke free housing, or smoke free media) and include a description of the sub-population you are proposing to support. Include a description of the tobacco use disparities faced by that sub-population.
3. Identify existing partnerships and/or community infrastructure that will support your proposed activity.
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 Section II. 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 of 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.

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.

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](http://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. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not exceed 27 single-spaced typed pages (31 if applying for optional program component), using a 12-pt Times New Roman font (including the Application Cover Sheet, Checklist, Table of Contents, Tobacco-Free Policies Attestation form - budget pages, work plan and other attachments do not count in page total). 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)

<b>Content Area</b>	<b>Page Maximum</b>	<b>Point Value</b>
1. <i>Executive Summary</i>	<i>2 pages</i>	<i>Not scored</i>
2. <i>Statement of Need</i>	<i>3 pages</i>	<i>5 points</i>
3. <i>Program Plan</i>	<i>10 pages</i>	<i>35 points</i>
4. <i>Applicant Organization</i>	<i>3 pages</i>	<i>15 points</i>
5. <i>Staffing Pattern and Qualifications</i>	<i>3 pages</i>	<i>20 points</i>
6. <i>Evaluation</i>	<i>2 pages</i>	<i>5 points</i>
7. <i>Budget and Narrative</i>	<i>(use Budget Forms)</i>	<i>20 points</i>
8. <i>Optional Program Components</i>	<i>4 pages</i>	<i>Not Scored</i>

### **C. Review & Award Process**

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Division of Chronic Disease Prevention.

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 within the community to create tobacco-free environments

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

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 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 for a catchment area or no applicant receives a score of at least 60 for that catchment area, the Department reserves the right to redefine the catchment areas to ensure statewide program coverage. Contract funding to newly defined catchment areas will be modified accordingly.

In case of default or relinquishment of 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
- Attachment 2: Letter of Interest Format
- Attachment 3: Application Checklist
- Attachment 4: Application Cover Sheet
- Attachment 5: Budget Template Instructions
- Attachment 5A: Budget Template
- Attachment 6: Work Plan Standards Guidance
- Attachment 6A: Work Plan Template
- 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

Attachment 1

NYS Master Grant Contract

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

<p>STATE AGENCY (Name &amp; 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><b>CURRENT CONTRACT TERM:</b></p> <p>From: _____ To: _____</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED TERM:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED PERIOD:</b></p> <p>From: _____ To: _____</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT:</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

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

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

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

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

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

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

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

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

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

## II. TERM, TERMINATION AND SUSPENSION

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

### **B. Renewal:**

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

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

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

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

## **C. Termination:**

### **1. Grounds:**

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

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

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

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

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

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

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

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

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

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

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

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

**B. Subcontractors:**

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

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

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

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

**D. Property:**

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

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

**E. Records and Audits:**

**1. General:**

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

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

## **2. Cost Allocation:**

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

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

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

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

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

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

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

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

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

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

**A. International Boycott Prohibition:** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development

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

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

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

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

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

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

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

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

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

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

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

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

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

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

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

**<< Insert Address >>**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

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

**T. Certification Regarding Environmental Tobacco Smoke:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Insert Vendor/Grantee Name Here**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Part B. Program Specific Clauses**

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

<<    **OR**    >>

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

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

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

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

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

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

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  
DETAIL**

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

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

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)<sup>1</sup>

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

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

**B. Progress-Based Reports**

1. Progress Reports

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

2. Final Progress Report

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

**C. Other Reports**

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



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 # 1308140158  
RFA Title: Advancing Tobacco-Free  
Communities

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 Page is completed and attached to each copy (Attachment 4)
- Statement of Tobacco-Free Policies Attestation is signed and included (Attachment 9)
- 12 month budget is included as an appendix (Attachment 5a)
- 12 month work plan is included as an appendix (Attachment 6a)
- 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 with the IRS is included
- Vendor Responsibility Attestation (Attachment 7)

Attachment 4

COVER SHEET

(TO BE INCLUDED AS FIRST PAGE OF THE APPLICATION)

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 (If Applicable):

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

Printed Name (*First, Last*):

Title:

Telephone number:

Fax number:

( )

( )

E-mail:

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

Printed Name (*First, Last*):

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 (*First, Last*):

Title:

Signature of Applicant or Authorized Representative

Date:

Attachment 5 & Attachment 5A

Budget Template Instructions & Budget Template

Please refer to ~~IRORZIQ DQGDWFKHILON~~

## Attachment 5 - RFA Budget Template Guidance

### Important to Know:

1. Applicants should complete and submit two budgets. One nine-month budget (7/1/14-3/31/15) and one annualized, twelve-month budget that will represent the remaining four years (4/1/15-3/31/19).
2. The budget template (Attachment 5A) posted with the RFA is protected to retain the integrity of formulas within the document. Please follow the guidance below prior to entering data.
  - File Saving Guidance – Please note, these steps will need to be completed twice resulting in two separate budget templates.
    - After opening the document select File / Save / As
    - Select File Name:
    - Please use the following naming convention for each of the separate budgets to be submitted:
      - Name of Organization and Budget Year (i.e., NYSDOH2014). The Budget Year is the year that the particular budget period begins.
    - Select Save after determining the folder location the file should be saved under.
    - Data can now be entered into the document.
3. Please do not delete or insert rows. Deleting or inserting rows will break the pre-set links in the document. Please use the “Hide/Unhide” option for rows that are needed or not needed or just leave the rows blank.
4. All budget lines should be accurately calculated and rounded to whole dollar amounts only (i.e. 50% of \$32,115 salary = \$16,057.50 budget amount = \$16,058).
5. Awarded funds may not be used to supplant funds for currently existing staff activities.
6. Copying information from one area of the template to another is **discouraged** as it can be challenging in Excel. At times, formatting variances will not allow for a row to be cut or copied and then pasted to another area unless the formatting of the cells are exactly the same. It is advised to re-type the information rather than attempt copying and pasting. If you elect to move data from one location to another please consider the following steps to ensure your data is transferred correctly:
  - double click within the cell you wish to extract data from;
  - use your mouse to highlight **ONLY** the data within the cell that you would like to cut or copy;
  - right click and select “cut or copy”; and
  - double click within the *destination* cell and right click “paste”.

### Completing the Workbook:

- **Expenditure Based Budget Summary Tab:** please note that the “**GRANT FUNDS**” column is automatically populated **AFTER** all subsequent tabs are completed. The “Match Funds” column is only completed for proposed projects that will require this additional reporting. All other voluntary contributions to the proposed project should be reported under the “Other Funds” column. Please refer to

the RFA to determine if the project requires a match/in-kind contribution. If a match/in-kind contribution is required on the project and the match budget values are entered, the ***“Match %” column has a formula that will automatically populate.*** Please do not over-write the formula in this column. The detail regarding which funds will be provided as a match/in-kind contribution relating to any of the (8) budget categories, labeled a through f, should be included on the **“Narrative Tab”** in the “Details” column. This ensures expenses the program intends to support through match/in-kind contributions are accurately represented.

The only other information to be entered on this tab is as follows:

- a) **Project Name:** please use the title of the grant/funding opportunity
- b) **Contractor SFS Payee Name:** please use the applicants name as reported in the **Statewide Financial System.**
- c) **Contract Period:** please indicate specifically which budget period as outlined in the RFA (one nine-month budget 7/1/14 – 3/31/15 and one twelve-month, annualized budget 4/1/15 – 3/31/16 to represent the remaining four, twelve-month periods of the procurement).

***FOR THE FOLLOWING TABS IN THE BUDGET TEMPLATE, ADDITIONAL ROWS ARE HIDING BUT AVAILABLE AS NEEDED. YOU CAN EXPAND THE ROWS BY SELECTING THE “FORMAT” OPTION ON THE TOP RIBBON OF THE TOOLBAR AND SELECTING HIDE & UNHIDE.***

- **Personal Services (PS) Salary Detail Tab:** this page allows for decimals and percentage points up to the 100<sup>th</sup> place value. A pre-set formula has been provided in the “TOTAL” column which will ensure that information entered in columns D-K are calculating to the requested value. **Please do not over-write the formula in this column (unless removing values related to match/in-kind contribution or part-time employees as mentioned below).** This section should include the following information:
  1. **Position Title** – provide title of position and name of incumbent (if known). If the position is vacant or has not been filled yet, please indicate to be hired (TBH). **It may be necessary to enter a position on more than one line if changes to salary, hours, percent of effort, and/or number of months is expected to change. (e.g. position is expected to receive a salary increase after six months budget line 1: \$20,000 100% 6 months; \$25,000 100% 6 months).**
  2. **Annualized Salary Per Position** – provide the employees annualized salary as paid by the organization. This figure should not be adjusted for values not supported by the proposed project.
  3. **Standard Work Week (Hours)** – provide the standard hours worked each week by the incumbent for the organization (e.g. 35 hours, 40 hours). This figure should not be adjusted for hours not supported by the proposed project.
  4. **Percent of Effort Funded** – provide **only** the percentage of time to be spent on proposed project activities.  
*\*Note: Full-time equivalent (FTE) is a way to measure a worker's involvement in a project. An FTE of 1.0 (100% FTE) means that a person is equivalent to a full-time worker, while an FTE of 0.5 (50% FTE) signals that the worker is part-time (or half-time).*
  5. **Number of Months Funded** - indicate the total estimated number of months the position will work on the proposed project; if existing staff will begin immediately, indicate 12 months; if staff are new hires, indicate the anticipated number of months based on the anticipated hire date.
  6. **Total** – this column is automatically populated based on the information entered in earlier columns. To calculate salaries which include match/in-kind contributions, subtract the match/in-kind contribution amount directly in the formula bar in the total column.

To enter salary information for a part-time / hourly employee:

The format provided presumes that all employees are salaried. Depending on the level of effort that the employee works on the project and the number of months employed, completing the form can be challenging. Suggestions are as follows:

*Employee works 100% of hours on the proposed project and does NOT work on any other project at the agency.*

Enter the total requested amount in the "Annualized Salary per Position" column and 100% under percent of effort. If the employee works 12 months, you will enter 12 under Number of Months Funded. If the employee works less than 12 months, you will enter the actual number of months **and** over-write the Total value to be the same as the annualized salary. An explanation of the information entered should be included on the "**Narrative Tab**" in the "Details" column.

*Employee works < 100% on the proposed project and **does** work on other projects at the agency.* Enter the projected annualized salary the employee will receive from the agency factoring in all work at the agency under Annualized Salary Per Position; total hours the employee will work for the agency (not the project) and enter **only** the percent of effort that the employee will work on this project. If the employee works 12 months, you will enter 12 under Number of Months. If the employee works less than 12 months, you will enter the actual number of months. An explanation of the information entered should be included on the "**Narrative Tab**" in the "Details" column.

7. Applicants should provide justification for staff positions on the "**Narrative Tab**" in the "Details" column. The justification should provide brief job descriptions and a description of how positions contribute to work plan objective. If applicable, anticipated start dates for their work on the project (e.g. new hires may not begin in the first month).

Sample narrative justifications

The Program Coordinator is a full-time employee, working 40 hours per week and will work 60% of the time (or 24 hours per week) on proposed project activities. The coordinator will oversee day to day operations of all funded project staff to include supervision, training, review of client files, preparation of monthly narratives to funders, etc. The coordinator will be expected to begin in the sixth month of a twelve month budget period. Seven months of salary ( $\$45,000/12 = \$3,750 \times 7 = \$26,250$ ) 60% of this employee's seven month salary is \$15,750 ( $.60 \times \$26,250 = \$15,750$ ). The applicant is requesting that all 60% of the employee's time spent working on the proposed project be funded.

The Case Manager will be a full-time employee, working 40 hours per week and will work 50% of the time (or 20 hours per week) on proposed project activities. The case manager will meet with clients identified through the proposed project and work with them to arrange medical visits, testing, ensure follow-up with physicians is occurring, and refer clients to other appropriate services. This new hire is expected to begin work on the proposed project in the seventh month of a twelve month budget period. Six months of salary ( $\$40,000/12 = \$3,333 \times 6 = \$19,998$ ). The applicant is requesting that only 25% of the employee's time spent working on the proposed project be funded, with the remaining 25% supported through a match/in-kind contribution.

- **Fringe Benefits:** input the requested fringe rate and the total requested amount. If the proposed positions require the use of more than one fringe benefit rate, provide a breakdown of the base salary amount and respective rate for each. The total requested amount would then be based on a blend of each of the rates. (e.g. FT Staff 35% x \$25,000 Total Salaries; PT Staff 15% x \$15,000 Total Salaries). If the applicant has a federally approved fringe rate agreement, a current copy of the agreement must be submitted. If the contractor utilizes their own fringe benefit rate, the "Fringe Benefit Rate Detail" document should be completed and submitted.

**PLEASE NOTE THAT ALL NON-PERSONAL SERVICE (NPS) EXPENSES, AKA OTHER THAN PERSONAL SERVICES (OTPS), ARE DEFINED AS EXPENSES THAT DIRECTLY RELATE TO ONE OR MORE PROPOSED WORK PLAN OUTCOMES. THE JUSTIFICATION ON THE "NARRATIVE TAB" SHOULD PROVIDE SUFFICIENT DETAIL TO ESTABLISH THE NEED AND APPROPRIATENESS OF THE EXPENSE AS WELL AS THE CALCULATION USED TO ALLOCATE THE APPROPRIATE PORTION OF THE EXPENSE TO THE CONTRACT.**

- **Non-Personal Contractual & Travel Tab:**

- **Contractual:** for each vendor/subcontractor (defined on the bottom of the last page), please provide the name of the proposed subcontractor, a brief indication of the type of service, and the requested amount. If the subcontractor is unknown please provide a brief description of the service to be provided and indicate to be hired (TBH). Additional information should be included on the "**Narrative Tab**" in the "Details" column. (e.g. elaborate on the service provided, a calculation explaining how the expense is allocated to the proposed project). A separate budget line should be used for each vendor/subcontractor. **Please be aware of additional requirements that apply to "Subcontractors" detailed in the Terms and Conditions of the Master Contract (Section IV, page 16, sub-section "B. Subcontractors").**
- **Travel:** for each category of travel (i.e. Client Travel; Staff Mileage; Out-of-State Conference) please enter a separate budget line and the requested amount. Additional information should be included on the "**Narrative Tab**" in the "Details" column. (e.g. nature of the expense, identify who would be traveling, a calculation explaining how the expense is allocated to the proposed project, and when the travel would occur if known). Subcontractor travel should be included on the Contractual Services budget line. **Please note:** approved travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the contractor, 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.

- **Non-Personal Equip Space Utility Tab:**

- **Equipment:** for each category of equipment please provide the type of equipment and quantity (e.g. 2 HP Computers) and the requested amount. Additional information should be included on the "**Narrative Tab**" in the "Details" column. (e.g. who will be using the equipment, a calculation explaining how the expense is allocated to the proposed project). Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$1,000, or a grouping of like items which equals or exceeds \$1,000. *Please note that upon the purchase of any new equipment, the contractor's **equipment inventory records** would need to be updated and made available for review upon visit by staff representing the State. The inventory records should contain identifying information such as a tag number (assigned by the contractor), serial number (manufacturer's), location, and any relevant remarks.*
- **Space/Property Expense:** depending on whether the space is rented or owned, complete the appropriate budget section. For each category (e.g. Maintenance; Utilities; Space Cost) please enter a separate budget line and the requested amount. If the expense is for Space, please include the property address. Additional information should be included on the "**Narrative Tab**" in the "Details" column. (e.g. indicate which program operates out of the space, the total cost, a calculation explaining how the expense is allocated to the proposed project).

- **Non-Personal Operating Expense & Other Tab:** expenses not falling in any of the above categories are budgeted in this section of the budget forms.
  - **Operating:** all miscellaneous expenses not falling in any of the other budget categories (e.g. postage, printing, mailings, office supplies, program supplies, incentives) should be budgeted under this section, with the exception of "indirect costs/administrative costs", which will fall under "Other". Indicate the title of the budget category and the total amount requested. Additional information should be included on the "**Narrative Tab**" in the "Details" column. (e.g. the total cost and a calculation explaining how the expense is allocated to the proposed project).
  - **Other:** only indirect costs/administrative costs are to be budgeted under this section. *If the applicant utilizes a federally approved indirect cost rate, please include a copy of the rate agreement.* Regardless of whether the organization is using a federally approved rate or an internal calculation of indirect costs, the maximum administrative cost rate allocable to the budget cannot exceed the rate limit as outlined in the RFA. (e.g. if the administrative costs are limited to a maximum of 10% of the total budget and the budget value is \$100,000, using the following calculation will assist in determining the value reserved for administrative costs. Total budget / (1 + Rate) = Non-Administrative budget value. The difference is the budget value reserved for administrative costs.  $\$100,000 / 1.10 = \$90,909 - \$100,000 = \$9,090$ . Total administrative costs cannot exceed \$9,090). If the applicant has a federally approved indirect cost rate agreement, a current copy of the agreement must be submitted. If the applicant utilizes their own indirect rate, the "Indirect Rate Detail" document should be completed and submitted.
- **Narrative Tab:** The majority of this page will automatically populate based on information entered from earlier budget pages. The only information that should be entered on this page is "Details" per instructions above. The narrative justification provided for each budget category should be brief, accurate, and consistent with the budget figures on each of the budget pages. Calculations detailed in the narrative must be accurate. The page is set up to auto-wrap text. If for any reason all of the data entered on the earlier tabs is not showing on the printed copy, this can be adjusted by selecting the "format" option on the top ribbon within the toolbar and choosing auto-fit row height. This will ensure that all data shows when printing the document. The form can be collapsed to show **only** the budget lines allocated by selecting the carrot (upside down triangle) on the top of the "Budgeted" column by un-checking \$0. This will significantly reduce the # of pages needed for the narrative.
- **Budget Statement Report of Expenditures (BSROE) Tab:** **This page does not need to be included in the budget submission for the RFA. The BSROE is used when submitting a monthly claim for payment and is provided for reference only.** If awarded, this portion of the budget template is used to provide the awardee with a template BSROE to assist in the preparation of the monthly voucher claim submission. This page will automatically populate based on information entered from earlier budget pages. The page is set up to auto-wrap text. If for any reason all of the data entered on the earlier tabs is not showing on the printed copy, this can be adjusted by selecting the "format" option on the top ribbon within the toolbar and choosing auto-fit row height. This will ensure that all data shows when printing the document. The form can be collapsed to show only the budget lines allocated by selecting the carrot (upside down triangle) on the top of the "Budgeted" column by un-checking \$0. This will significantly reduce the # of pages needed for the BSROE.

**Common Budget Category Side-by-Side** – please use this chart to assist with aligning cost categories with the (8) defined budget categories, labeled a through f on the budget summary. This a sample listing of those most commonly used. **Please note:** not all expense categories are appropriate for all proposed projects. Ineligible items may be removed during the final budget negotiation, prior to execution of a contract.

Master Grant Contract Budget Categories	Sample of Budget Categories
Personal Services	ALL employees on payroll
Fringe	Payroll Taxes, Health Insurance, Pension, Worker's Compensation, etc.
Contractual Services*	Consultants/Vendors*
Contractual Services**	Subcontracted Services, Affiliate Staff
Travel	Travel (ALL - for client, staff, and volunteers). The only exception is subcontractor travel.
Equipment Expense	≥ \$1,000/item or group of similar items and having a life expectancy of greater than three (3) years. < \$1,000/item budget under Operating Expenses
Space/Property & Utility Expenses	Rent, Depreciation, Maintenance & Repairs, Utilities (including electric, heat, cell phone, internet, telephone)
Operating Expense	Equipment, Office Technology purchases < \$1,000
Operating Expense	Beverages, Food, Meeting Costs
Operating Expense <b>unless fringe benefit related, then it is Personal Services</b>	Insurance (e.g. general liability)
Operating Expense	Program Supplies/Materials, Office Supplies
Operating Expense <b>unless it is contracted out, then it is Contractual Services</b>	Database Management, Computer/Network Maintenance
Operating Expense <b>unless it is contracted out, then it is Contractual Services</b>	Media Placement, Advertising (e.g. recruitment ads, program promotion)
Operating Expense <b>unless it is contracted out, then it is Contractual Services</b>	Educational Materials, Printing, Postage
Operating Expenses	Conference Costs/Registration Fees
Operating Expenses	Staff Training/Professional Development (for costs such as conference fee - NOT travel)
Operating Expenses	Vehicle Operating Expenses
Operating Expenses <b>any associated travel must go under travel</b>	Special Events, Workshops
Operating Expenses	Client Services (medical supplies, translation services, and incentives)
Operating Expenses	Stipends
Other	Indirect

*\*Contractual Services - Vendors: include those persons or organizations that provide the same or similar services to any customer without altering its product. Examples of vendors include audit services, payroll services, bookkeepers, and IT consultants.*

*\*\*Contractual Services – Subcontractor: performs a portion of the scope of work from the lead contractor's project, often off-site and under the direction of a third party. The subcontractor has its performance measured against the objectives of its portion of the scope of work of the lead program.*

### **Administrative Costs Guidelines**

Administrative costs for the purposes of this document may also be referred to as overhead or indirect costs, more commonly known as those expenses which are *indirectly* related to the implementation of program services. As stated in OMB Circular A-122, indirect costs are defined as those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

This guidance covers commonly asked questions about administrative costs:

#### **I. What are the maximum allowable administrative costs supported by the Division of Chronic Disease Prevention (DCDP)?**

Administrative cost guidance for a contract is usually delineated in the Request For Application (RFA) from which it was procured. The amount of administrative costs that a contractor may request from DCDP will vary by program initiative.

#### **II. What are the acceptable methods for budgeting administrative costs?**

Administrative costs can be budgeted in one of two ways on a DCDP Contract: (a) as a rate or (b) directly.

A. **As a rate** under the "Other" cost category, specifically labeled as the "Administrative" budget line:

1. **With** a federally approved administrative cost rate:
  - The rate must be applied to the same base costs as used in the federally approved rate agreement;
  - A copy of the federally approved rate agreement must be submitted with the contract each year;
  - If the RFA limits the contractors to specific rate, regardless of the federally approved rate, the contractor may **ONLY** request up to the rate stated in the RFA, not to exceed the federally approved rate.
2. **Without** a federally approved administrative cost rate:
  - Contractors may request up to the maximum rate stipulated by the RFA as funding permits;
  - Upon audit the organization must be able to substantiate the rate requested;
  - Costs being reimbursed from the administrative cost line cannot be budgeted on any other line of the contract;
  - A method of allocating administrative costs is required from contractors requesting a rate without a federally approved rate. Contractors should complete the Administrative Cost Detail Worksheet provided to demonstrate the need for the rate. *(See How to Complete the Administrative Cost Detail Worksheet in Section III)*

B. **Directly** as expenses in other budget categories:

Examples:

- A bookkeeper's salary billed under Personal Services
- Payroll processing or General Liability Insurance

***Together, the rate requested and items directly billed as expenses should not exceed the maximum allowable administrative costs on the contract.***

### **III. How do I complete the administrative cost detail worksheet to support an administrative cost rate?**

*Instructions: Refer to the following one page worksheet and complete all parts of the form. The worksheet is available in Excel as a separate workbook.*

#### **Part I**

Include all staff that are not supported directly or completely by this or other grant programs, but provide institutional support necessary to run this program. In the line to the right of each of the staff, indicate the amount of the staff's annual salary that is not supported by grant contracts.

#### **Part II**

Include all expenses that are not supported directly or completely by this or other grant programs. In the line to the right of each item, indicate the amount of the annual expense that is not supported by grant contracts.

#### **Part III**

**Total** cost from Part I and II. **This is the grand total of administrative costs.**

#### **Part IV**

Subtract the amount calculated in Part III from the organization's total budget. **This is the total direct cost.**

#### **Part V**

Divide the amount calculated in **Part III** by the amount calculated in **Part IV**. This is the maximum **Administrative Cost Rate** that could be supported by the DCDP contract (up to the allowable rate provided for in the RFA). The rate should be applied to the direct costs funded by the contract. If requesting 10 percent administrative cost, calculate the amount to budget by using the following formula:

**Total Budget / (1 + Administrative Rate) = Total Direct Costs**  
**i.e. \$100,000 / (1 + .10) = \$90,909**

As shown in the above example, \$9,901 (10 percent of 90,909) can be reserved for administrative costs.

Attachment 6 & Attachment 6A

Work Plan Template Guidance Document & Work Plan Template

Please refer to ~~IRORZIQ DGDWFKG~~ file.

**Attachment 6**  
**Advancing Tobacco-Free Communities**  
**Workplan Standards Guidance 2014- 2019**

**Required Initiatives:**

• Point of Sale (POS)	40%
• Tobacco Free Outdoors (TFO)	15%
• Smoke Free Housing (MUH)	10-15%
• Smoke Free Media (SFM)	10-15%
• Sustainability	10%
• Evaluation Project	5-10%

**Percent of Effort:**

**Optional Program Components:**

• Local Disparities Activity	up to 5%
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**Strategies:**

- **Community Education:** Refers to conducting activities that educate the public, or subsets of the public, about tobacco control issues to influence individual knowledge, attitudes, beliefs and behaviors. Community education includes events, earned media and other types of information dissemination.
- **Community Mobilization:** Refers to engaging influential community members and organizations to publicly support and take action on an initiative.
- **Advocating with Organizational Decision Makers:** Refers to strategies undertaken to influence organizational decision makers to change their organizations' policies, programs or practices.
- **Government Policy Maker Education:** Refers to educating local, state, regional or national policy-makers about tobacco issues and the implications of policy change. *As with all activities implemented by BTC, all lobbying is expressly prohibited.*
- **Paid Media:** Refers to purchasing media with the primary purpose of educating the public or a subgroup of the public. This includes media contributed as part of a purchase plan. Contractors are required to allocate a minimum of 10% of their budget to support specific BTC-directed, collaborative efforts. Some initiatives use a unified theme/branded approach (such as POS and TFO). In addition, contractors may use paid media to extend local collaborative media efforts.

## Point of Sale (POS) - 40% of Effort

**Goal:** Decrease the social acceptability of tobacco use.

**Primary Objective:** Reduce the impact of retail tobacco product marketing on youth.

### **POS Initiative Contractor Outcomes (Deliverables)**

**POS Outcome 1:** Between July 1, 2014 and March 31, 2016, BTC contractor will, through the strategies outlined below, create a local environment that successfully demands passage of one or more local laws or regulations that:

- Requires tobacco products to be kept out of consumer view inside all non-adult-only retail establishments
- Restricts the number, location, and/or type of retailers that sell tobacco products within a municipality jurisdiction
- Restricts the redemption of coupons or use of multi-pack discounts from licensed tobacco retailers

**Required Strategies:** through a bilateral approach using community engagement and youth action (branded as Reality Check):

- **Community Education**
- **Community Mobilization**
- **Government Policy Maker Education**
- **Statewide Paid Media – 10% of budget**

**Optional Strategies:**

- **Local Paid Media**

**Community Education:** Four activities are required. Write one (1) of the below **required** activities in the Task Column of the Workplan Template and describe, in the Performance Measures column, how you will use community education for a specific target group/s for that activity. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen required activity two (below). A performance measure could be: Meet with 10 key stakeholders within one year to educate about the impact of tobacco industry marketing in retail stores on youth.

### **REQUIRED POS Activities (Tasks):**

1. Participate in annual statewide-coordinated activities and/or events for Great American Smoke Out, Kick Butts Day and World No Tobacco Day. **Target Group/s:** Community members, media
2. Disseminate information in community venues and with key community groups using branded creative and key messages.

3. Utilize earned media, including press releases and events, letters to the editor (LTEs), and print and broadcast stories, etc.

### **Community Mobilization:**

Write one (1) of the below **required** targets in the Task Column of the Workplan Template and describe, in the Performance Measures column, how your agency will engage one of the required targets (youth, youth-focused organizations and other influential community members and organizations), in activities that advance the POS initiative outcome. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables. Example Applicant has chosen a task that targets youth. The performance measure could be: Mobilize 10 youth to speak at public hearings about point of sale.

**Required Community Mobilization Targets:** Contractors are required to mobilize three community targets: youth, youth-focused organizations, and other influential community members and organizations.

Consider the following in your proposed activities:

- How you will identify and activate youth;
- How you will identify and develop relationships with key community stakeholders who can provide POS education to government policy makers;
- What key messages and necessary information you will need to equip your allies with to effectively garner earned media, educate and mobilize their networks and communicate with decision makers; and
- How you will help your allies personalize and localize materials.

**Government Policy Maker Education (GPME):** Three activities are required. Write one (1) of the below **required** activities in the Task Column of the Workplan Template and describe in detail how you will educate government policy-makers through the required activities. Identify specific target groups, e.g., office name of elected official, municipality, board or council, etc.

Example:

Applicant has chosen required task three. Performance measure could be: Work with community partners to provide written public comments to open FDA dockets at least three times per year.

### **REQUIRED GPME Activities (Tasks):**

1. Testify at public hearings about the impact of retail tobacco product marketing on youth.
2. Educate and communicate with elected officials about the impact of retail tobacco product marketing on youth.
3. Communicate with the FDA Center for Tobacco Products regarding retail tobacco marketing.

**(Optional) Local Paid Media:** In the task column of the workplan template, describe in detail how you will use **local** paid media to amplify community educational efforts on POS outcomes. Identify specific target groups.

Example:

Applicant has chosen to utilize local paid media. Performance measure could be: Place :30 radio ad supporting tobacco free pharmacies from August-September.

### **Tobacco-Free Outdoors (TFO) - 15% of Effort**

**Goal:** Decrease the social acceptability of tobacco use.

**Objective:** Increase the number of local laws, regulations and voluntary policies that prohibit tobacco use in outdoor areas including public parks, beaches, playgrounds, clubs, college campuses and outdoor areas of businesses (including hospitals and other medical facilities), other grounds, recreation areas, and in proximity to building entryways.

#### **Required Outcomes (Deliverables):**

1. Between July 1, 2014 and March 31, 2016, the contractor will create a local environment in each of their respective counties that successfully demands passage of at least 2 local laws or regulations requiring tobacco-free parks, playgrounds, beaches, grounds and/or entranceways.
2. Between July 1, 2014 and March 31, 2016, at least 2 major employers\* per county will adopt a tobacco-free outdoor air policy including work site grounds, parking lots and proximity to building entryways.

*\*Major employers include colleges/universities, manufacturers and distributors, and other employers that employ a relatively large number of people in your community, are considered influential in your community, or are located in high-profile areas in your community. Major employers who voluntarily adopt tobacco-free outdoor policies are viewed as more likely to influence broader social norms. Work with small employers that will have relatively lower impact on changing social norms will not contribute toward the TFO work plan outcome.*

#### **Required Strategies:**

- **Community Education**
- **Community Mobilization**
- **Advocating with Organizational Decision Makers**
- **Government Policy Maker Education**
- **Statewide Paid Media – 10% of budget**

#### **Optional Strategies:**

- **Local Paid Media**

**Community Education:** Write one (1) of the below **sample** activities in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will use community education to help achieve the tobacco-free outdoors deliverables. Identify

specific target group/s. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to present information at forums and/or events organized by other individuals/groups. A performance measure could be: Presented at 10 events, with key decision makers in attendance, within one year to educate about the importance of tobacco free outdoors.

Sample activities include:

- Disseminating information in community venues and at community events;
- Hosting press events and sending out press releases;
- Hosting a forum/event with a tobacco-free outdoors focus;
- Presenting information at forums, events organized by other individuals/groups; and
- Utilizing earned media.

**Community Mobilization:** Write one (1) **proposed** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will mobilize and activate community members and community organizations to advance the tobacco-free outdoors outcomes. Identify specific target group/s. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to develop a plan to equip allies with key messages for garnering earned media. The performance measure could be: Mobilize 10 community members to write letters to the editor in support of tobacco free outdoors within one year.

Consider the following in your proposed activities:

- How to provide opportunities for allies to publicly support and call for actions to increase the number of tobacco-free outdoor area policies;
- How to equip your allies with key messages and other necessary information to effectively garner earned media coverage, educate/mobilize their networks and or communicate with decision makers; and
- How to help your allies personalize and localize materials.

**Advocating with Organizational Decision Makers:** Write one (1) **proposed** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will advocate with organizational decision-makers to help achieve tobacco-free outdoors outcome 2. Identify specific target group/s. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to provide technical assistance, materials, signage to major employers. Performance Measure could be: Assist 2 employers with implementation by providing educational materials on the benefits of tobacco free grounds and appropriate signage, as needed.

Sample activities include:

- Contacting and meeting with major employers to assist them in adopting tobacco- free outdoor policies; and
- Providing technical assistance, materials and signage to major employers as they adopt tobacco free outdoor policies.

**Government Policy Maker Education:** Write one (1) **proposed** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will use government policy-maker and other policy maker education to help achieve the tobacco-free outdoors outcome 1. Identify specific municipalities, governmental positions and public hearings that you will educate. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to communicate with elected officials. Performance measure could be: Provide in-person education to the municipal governing body of 4 local municipalities who have not yet established a tobacco free outdoor policy.

Sample activities include:

- Communicating with and educating elected officials about the benefits of tobacco-free outdoor policies; and
- Testifying at public hearings about the benefit of tobacco-free outdoor policies.

**(Optional) Local Paid Media:** Any LOCAL paid media efforts should primarily focus on POS, with a secondary focus/resource allocation to TFO. Describe in detail, in the performance measures column, how local media funds will be used to amplify community educational efforts on tobacco-free outdoors outcomes. Identify specific target groups. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to utilize local paid media. Performance measure could be: Place :30 radio ad educating on the benefits tobacco free outdoors from August-September.

**Smoke-Free Multi-Unit Housing (MUH)**  
**10% to 15% Effort**

**TCP Goal:** Eliminate exposure to secondhand smoke.

**Primary TCP Objective:** Increase the percent of adult smokers and youth who live in households where smoking is prohibited.

**Required Outcomes (Deliverables):**

1. Between July 1, 2014, and March 31, 2016, X# of units (proposed by contractor) will be covered by smoke free multi-unit dwelling policies in the catchment area.

Whenever possible, contractors should focus on supporting smoke free policies within multi-unit housing residences that serve low-income communities, such as, Local Housing Authorities and affordable housing complexes.

2. Between July 1, 2014, and March 31, 2016, the contractor will create a local environment in at least one municipality that successfully demands passage of one or more local laws or regulations requiring all landlords and building owners to fully disclose their smoking policies to all current and prospective tenants.

**Required Strategies:**

- **Community Education**
- **Community Mobilization**
- **Advocating with Organizational Decision Makers**
- **Government Policy-Maker Education (Outcome 2 only)**

**Optional Strategy:**

- **Local Paid Media**

**Community Education:** Write one (1) **proposed** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will use community education to help achieve the MUH outcomes. Identify specific target groups that you will educate. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to host press events and send out press releases. A performance measure could be: Recognize landlords/housing authorities who have gone smoke free by submitting at least one media release per year.

Sample activities include:

- Disseminating information at community venues and events;
- Hosting press events and sending out press releases;
- Hosting a forum/event focused on tobacco control;

- Presenting information at forums/events organized by other individuals/groups; and
- Utilizing earned media.

**Community Mobilization:** Write one (1) **proposed** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will mobilize and activate community members and community organizations to advance the MUH outcomes. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to provide opportunities for allies to publicly support and call for actions to increase the number of MUH smoke free indoor and disclosure policies. A performance measure could be: Mobilize allies to do outreach to 3 local housing authorities within one year.

Activities should include the following considerations:

- Provide opportunities for allies to publicly support and call for actions to increase the number of MUH smoke free indoor and disclosure policies.
- Equip your allies with key messages and other necessary information to effectively garner earned media coverage, educate/mobilize their networks and/or communicate with decision makers.
- Help your allies personalize and localize materials.

**Advocating with organizational decision-makers:** Write one (1) **proposed** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will advocate with organizational decision-makers to help achieve the multi-unit housing outcomes. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to meet with and send letters to property owners and property management companies to assist them in adopting smoke-free policies. A performance measure could be: Meet with 2 large rental properties (>100 units) and educate them about the benefits of smoke free housing within one year.

Sample activities include:

- Meeting with and sending letters to property owners and property management companies to assist them in adopting smoke-free policies; and
- Providing technical assistance to property owners and property management companies to assist in the adoption of smoke-free policies.

**Government Policy-Maker Education (for Outcome 2):** Write one (1) **proposed** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you will use government policy-maker education to help achieve the MUH optional outcome 2. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to testify at a public hearing about the benefit of landlords fully disclosing their smoking policy to all new and current tenants. A performance measure could be: Testify at 2 public hearings within one year.

Sample activities include:

- Communicating with and educating elected officials about the benefits of fully disclosing smoking policies to community members living in multi unit dwellings.
- Testifying at a public hearing about the benefit of landlords fully disclosing their smoking policy to all new and current tenants.

**(Optional) Local Paid Media:**

Any LOCAL paid media efforts should primarily focus on POS. If additional dollars are available for Smoke-Free Housing, describe in detail, in the performance measures column, how you will use paid media to achieve SFH outcomes. Identify specific target groups. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to utilize local paid media. Performance measure could be: Place :30 radio ad supporting smoke free housing from August-September.

**Smoke Free Media (SFM) 10-15% Effort**

**Goal:** Prevent initiation of tobacco use among youth and young adults.

**Objective:** Eliminate pro-tobacco imagery from youth-rated movies and the Internet.

**Smoke Free Media Outcomes (Deliverables):**

1. SFM Movies Outcome 1: By March 31, 2016, the Motion Picture Association of America (MPAA) will implement the “R” rating recommendation of the Smoke-Free Movies network.
2. SFM Social Media Outcome 1: By March 31, 2016, You Tube will implement a policy that requires videos with pro-tobacco product messages or that illustrate specific brands of tobacco products be posted as age-restricted/adult-only content.

3. SFM Social Media Outcome 2: Between July 1, 2014 and March 31, 2016, Reality Check youth will compile and disseminate information on the presence of the tobacco industry on the internet to at least 3 local, state and national decision makers.
4. SFM Local Media Outcome 1: By March 31, 2016, at least one additional local media outlet (radio, TV, newspaper, movie theater, etc.) will implement a policy that protects youth from pro-tobacco marketing and imagery. Examples include, but are not limited to, restriction of advertising local smoke shops or electronic cigarettes, running anti-tobacco PSAs during programming with pro-tobacco imagery, and running anti-tobacco PSAs before youth-rated movies that contain tobacco use imagery.

**Required Strategies:**

- **Community Education**
- **Community Mobilization**
- **Advocating with Organizational Decision Makers**
- **Government Policy Maker Education**

**Optional Strategy:**

- **Paid Media**
- 

**Community Education:** Two activities are required. Write one (1) of the below **required** activities in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how Reality Check (RC) youth will use community education to help advance all of the Smoke Free Media outcomes. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

**Example:**

Applicant has chosen to plan an event for International Week of Action. Performance measure could be: Plan (1) large-scale press event/youth action during International Week of action to highlight tobacco imagery in youth-rated movies, including sending press releases to local media outlets.

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**REQUIRED SFM Activities (Tasks):**

1. Each year, host International Week of Action events and outreach.  
<http://www.smokefreemovies.ucsf.edu/actnow/international.html>

2. RC Youth will share findings of tobacco industry presence on the Internet (including messages to the public and accessibility to youth) with local decision makers, school boards, the Attorney General, National Association of Attorneys General, local media, and with other RC youth.

Other sample activities include:

- Disseminating information to community members at community venues and events;
- Hosting press events and sending out press releases;
- Hosting a forum/event focused on tobacco control;
- Presenting information at forums/events organized by other individuals/groups;
- Street marketing; and
- Utilizing earned media.

**Community Mobilization:** Describe how your agency and the Reality Check youth will engage other youth-focused organizations and influential community members and organizations in activities that advance all of the SFM initiative outcomes.

Write one (1) **proposed** activity in the Task Column of the Workplan Template that will assist you to build your base of relationships with key individuals and organizations to support the SFM initiative. Describe in detail, in the performance measures column, how your agency will use community mobilization to help advance/achieve the SFM outcome. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to educate and equip allies with key messages to effectively garner earned media. A performance measure could be: Provide 3 youth groups other than Reality Check with sample press releases, talking points, and letters to the editors to garner earned media within one year.

Activities should include the following considerations:

- Identify and develop relationships with key community stakeholders that can advance SFM education to government policy makers and organizational decision makers.
- Activate other, non-Reality Check youth (such as Girl Scout troops, 4H groups, etc) to support SFM activities.
- Educate and equip allies with key messages and other necessary information to effectively garner earned media coverage, educate/mobilize their networks and/ or communicate with decision makers.
- Help allies to personalize and localize materials.

**Advocating with organizational decision-makers:** Write the one (1) below **required** activity in the Task Column of the Workplan Template and describe in detail, in the performance measures column, how you and your Reality Check youth will advocate with organizational decision-makers to help achieve the Smoke Free Media outcomes. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to gather and send personal letters to YouTube's parent company, Google regarding tobacco use imagery. Performance measure could be: Attend 5 district's PTA meetings to gather personal letters to be sent to Google about the importance of age-restricting videos that depict pro-tobacco product messages or that illustrate specific brands of tobacco products.

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**REQUIRED SFM Activity (Task):**

1. Gather and send personal letters or other forms of communication to movie studio parent companies, the MPAA, and/or social media parent companies asking them to eliminate youth exposure to smoking and tobacco product imagery.

Other Sample activities include:

- Sending letters to the CEOs of the six major film studio parent companies and/or YouTube;
- Meeting with representatives of the six major film studios and/or YouTube;
- Sending letters from national organizations to studio parent companies and/or YouTube; and
- Meeting with representatives of local media outlets.

**Government Policy Maker Education:** Government policy makers may not have the authority to directly regulate the focus areas identified in the workplan but they do play a significant role in shaping the media landscape and benefit from education about the issue. Write one (1) **proposed** activity in the Task Column of the Workplan Template . Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to communicate with the NYS Attorney General's Office about the tobacco industry presence on the internet. Performance measure could be: Collect and log a minimum of 100 YouTube flags per month to be sent to the Attorney General's office for inclusion in their monthly report to YouTube on tobacco imagery in videos.

Sample activities include:

- Communicating with the NYS Attorney General's Office about tobacco industry presence on the internet and/or tobacco imagery on youth-friendly sites on YouTube; and
- Communicating with the FDA Center for Tobacco Products regarding tobacco product marketing on the Internet.

**(Optional) Local Paid Media:** Any LOCAL paid media efforts should primarily focus on POS. If additional dollars are available for Smoke-Free Media, describe in detail, in the performance measures column, how you will use paid media to achieve SFM outcomes. Identify specific target groups. Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Applicant has chosen to utilize local paid media. Performance measure could be: Place :30 radio ad supporting smoke free media from August-September.

### **Sustainability - 10% Effort**

**BTC Goal:** Build and maintain an effective tobacco control program infrastructure.

**BTC Objective:** Ensure adequate level of resources to implement effective tobacco control activities.

#### **Required Contractor Outcomes:**

**Sustainability Outcome 1:** Between July 1, 2014, and March 31, 2016, Tobacco Free Communities contractors will engage in sustainability efforts as outlined by the BTC.

Write one (1) **proposed** activity in the Task Column of the Workplan Template . Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Performance measure could be: Work with advocates and identify 3 personal stories to demonstrate the positive impact the tobacco control program has had on helping these individuals quit smoking.

Contractors will comply with the requirements outlined in annual sustainability guidelines.

### **Local Level Evaluation – 5-10% Effort**

**BTC Goal:** Contribute to the science of tobacco control.

**Evaluation Outcome 1:** Between July 1, 2014 and March 31, 2016, a local level evaluation project must be completed (*choosing one of following options*).

- Community Survey (with BTC-approved tool)
- Tenant Survey (BTC will supply tool)
- Landlord Survey (BTC will supply tool)
- Special Evaluation Projects (BTC approval required)
- POS Store Observation Tool (BTC will supply tool)
- SFM tool (with BTC-approved tool)

Write one (1) **proposed** activity in the Task Column of the Workplan Template . Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example:

Activity chosen is tenant survey. Performance measure could be: Identify 5 multi-unit housing entities (that provide housing for low SES tenants) to implement the tenant survey.

Contractors are required to participate in evaluation training provided by the Department and to provide data and information, as requested, to the independent evaluation contractor to assess the impact of the BTC or its components on tobacco use, attitudes and related behaviors. Note: The Department’s Institutional Review Board (IRB) must approve research and evaluation protocols that involve human subjects.

Sample activities include:

- Including data in presentations to key community members/groups;
- Including data in community education materials;
- Publishing data in agency newsletters; and
- Releasing data in a press release or press conference.

### **Local Disparities Project (Optional) Up to 5% Effort**

Contractors may choose to propose a local level activity that aims to further reduce tobacco use disparities among a specific sub-population in the catchment area served. The proposed activity must relate to at least one of the required initiatives (Point of Sale, Tobacco Free Outdoors, Smoke Free Housing, and/or Smoke Free Media) and must be approved by the BTC.

Contractors must identify which BTC goal and objective the local disparities project will meet and must propose an appropriate outcome that the activities will aim to achieve. Contractors must provide a detailed description of proposed activities, including the target group(s).

Write one (1) **proposed** activity in the Task Column of the Workplan Template . Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example: Activity chosen is to examine the availability of menthol multi-pack cigarette discounts in areas with High SES vs. Low SES. Performance measure could be: Work with TSERT to develop and implement a retail store observation tool to examine pricing and availability of menthol promotional products in 3 municipalities on a monthly basis.

### **Infrastructure Development**

**BTC Goal:** Build and maintain an effective tobacco control program infrastructure.

**BTC Objectives:** Strengthen area and regional infrastructure to promote coordination and collaboration among partners. Ensure that tobacco control contractors participate in professional development opportunities each year.

#### **Required Contractor Outcomes:**

Contractors will comply with the following Infrastructure Development requirements throughout the funding period, as required:

- Attend BTC modality meetings;
- Attend regional BTC contractors meetings;
- Attend BTC training meetings as required; and
- Host member trainings for youth (orientation, skill building, initiative trainings, etc).

Write one (1) **proposed** activity in the Task Column of the Workplan Template . Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example: Activity chosen is to host member trainings for Reality Check youth. Performance measure would be: Deliver 2 formal weekend trainings per year for Reality Check youth.

### **Youth Recruitment and Retention**

**TCP Goal:** Build and maintain an effective Reality Check youth infrastructure.

**TCP Objective:** Ensure an adequate group of youth is maintained to carry out activities. Between July 1, 2014 and March 31, 2016, contractors will engage in ongoing efforts to build and maintain an adequate youth infrastructure.

Write the one (1) below **required** activity in the Task Column of the Workplan Template . Performance Measures should reflect the activities performed for each task to successfully achieve the deliverables.

Example: Applicant has chosen to attend and actively participate in the 2015 Reality Check Youth Summit. Performance measure could be: Identify 10 youth to actively participate in youth summit.

**REQUIRED Youth Infrastructure Activity:**

1. Attend and actively participate in the 2015 Reality Check Youth Summit.

Other sample activities may include:

- Actively recruiting new youth;
- Conducting regular youth meetings & trainings; and
- Participating in regional, statewide and national opportunities for training and recognition.

## 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](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 affiliation<sup>1</sup> with a tobacco company or tobacco product manufacturer<sup>2</sup> 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: \_\_\_\_\_  
(Signed by “Person authorized to obligate” on Cover Sheet, Attachment 4)

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<sup>1</sup> 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.

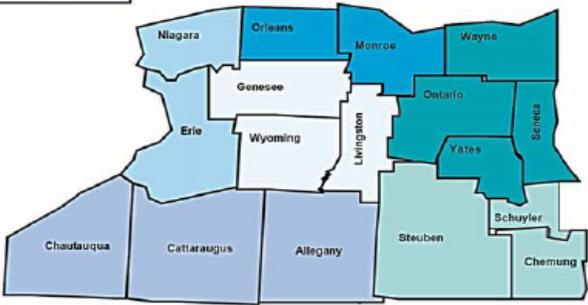
<sup>2</sup> Tobacco company or tobacco product manufacturer: any person, corporation or entity, including any repacker or relabeler, who:

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

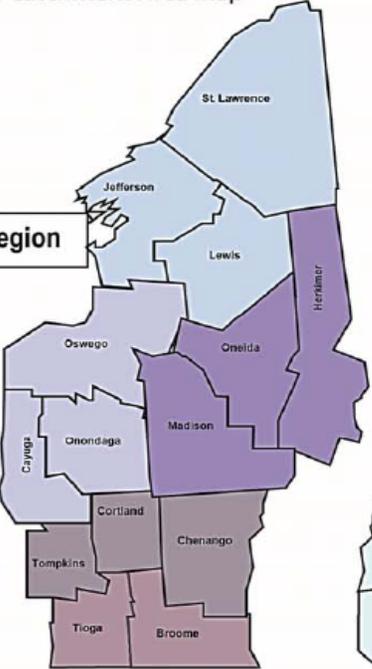
Attachment 10  
BTC Catchment Area Map

NYS Bureau of Tobacco Control  
Advancing Tobacco Free Communities  
Catchment Areas

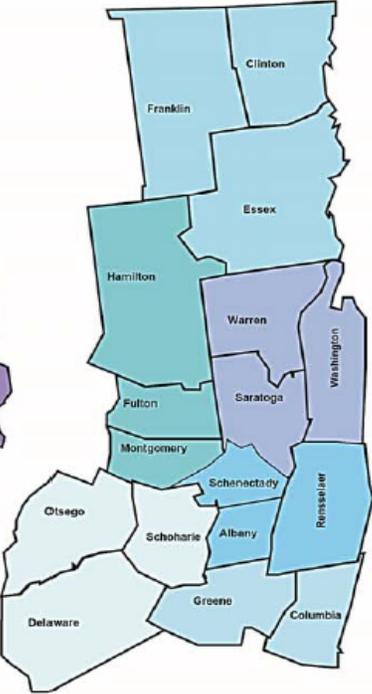
Western Region



Central Region



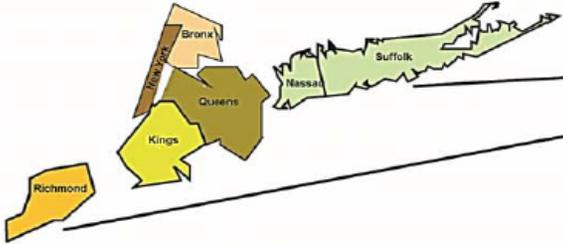
Capital Region



Metro Region



NYC Pullout



Color is used to distinguish catchment areas.