

Request for Applications

RFA Number 0807210441

**New York State
Department of Health
Office of Health Systems Management
Charles D. Cook Office of Rural Health**

Request for Applications

Rural Health Network Development Program

Release Date:	September 3, 2008
Questions Due:	September 17, 2008
RFA Updates Posted:	September 23, 2008
Letter of Interest	September 24, 2008
Applications Due:	October 17, 2008

Contact Name & Address:

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I. Introduction

The New York State Department of Health announces the availability of \$7,000,000 annually for up to four years for the Rural Health Network Development Program.

A. Description of Program

This program seeks to improve the health of New York's rural communities by providing support for rural providers to improve access to care, enhance coordination of services, increase efficiency of service delivery, and introduce needed community services through the formation and operation of rural health networks.

A rural health network is an affiliation of health care providers serving a rural area, according to a contract, joint or cooperative agreement, or organized under the not-for-profit corporation law. Participants may include health care providers and organizations, consumers, local businesses and government organizations who work together to develop comprehensive, cost-effective health care systems serving rural areas. A network provides or arranges health care and/or administrative services for residents of a rural area according to a Network Plan.

A Network Plan identifies network members and indicates how the network will respond to the health care needs of the rural area, improve access to and the quality of care for residents of the community, promote the coordination of resources among providers and reduce duplication of services while achieving cost and other operational efficiencies.

B. Background and Intent

There are many unique challenges to sustaining health care systems and services in rural New York State so that residents may have access to high quality health care services. In recognition of these challenges, the New York State Department of Health provides support for the Rural Health Network Development Program. The need for cooperative and collaborative efforts among rural health providers is vital to ensure access to essential services and to preserve the stability and viability of rural communities.

The goal of the Rural Health Network Development Program is to improve the health of New Yorkers living in rural areas of the State by supporting the coordination, development, planning, implementation, and operation of rural health networks.

The objectives of the Rural Health Network Development Grant Program are to:

- develop comprehensive, cost-effective health care systems serving rural areas;
- increase access to health care services;

- increase and strengthen cooperation through affiliations, coalitions or partnerships that enhance and coordinate the array of needed health care services in rural areas;
- improve the financial viability of rural health care providers in the existing health care economy;
- increase community involvement and locally-generated, innovative solutions to health systems issues in rural areas;
- increase the numbers of health care personnel trained and practicing in rural communities;
- strengthen the accountability of local providers for improvements in key public health and/or health care outcomes in the communities they serve;
- improve the economic position of the local community; and
- fill gaps in service delivery.

II. Who May Apply

A. Minimum Eligibility Requirements

Applicants must meet all of the following minimum eligibility requirements. Those that do not meet all requirements will not be considered for funding.

Applicants must be a member of a rural health network or must be planning to form a rural health network that serves residents of a New York State rural area. A *rural area*, for the purposes of the Rural Health Network Development Program, is a county with a total population of less than two hundred thousand or any town with a population density of less than two hundred persons per square mile or, if approved by the Commissioner, any town which has a population of less than two hundred fifty persons per square mile. Eligible areas are listed in Attachment 12. In addition, the network must include providers from the rural service area.

Applicants must be not-for-profit organizations.

B. Preferred Eligibility Requirements

Based on the experience of rural health networks over the past 15 years, those networks most likely to achieve success in reaching their proposed goals have an elevated level of commitment from their members. Preference will be given to networks that exhibit this type of commitment, which could be demonstrated by:

1. Formal agreements among the members.
2. Governance by a Board of Directors that is representative of its members. Applicants should provide a list of the members of the Board of Directors that includes information regarding their network affiliation.

Applicants exhibiting these characteristics will be given 5 preference points.

III. Project Narrative/Work Plan Outcomes

A. Expectations of Project

Since the inception of the rural health network program in 1988, the State has supported network development and operation for more than 40 grantees. Given that the program is intended to support collaboration and efficiencies and reduce duplication, priority will be given to successful and experienced networks proposing operational, rather than planning, projects.

Consideration will be given to planning, developmental and organizational applications from new networks to the extent that they are proposing new projects that address an unmet need and are proposing to establish a network that has formal agreements among its members, by-laws, and organizational structure and processes.

Applicants must demonstrate that their proposed goals and objectives are not duplicative of existing organizations in their service areas.

Rural Health Networks are encouraged to develop solutions to their communities' health care needs. When appropriate, networks should assist providers to develop solutions so that the care may be delivered locally. Consideration will be given to activities designed to meet specific public health needs if they are clearly demonstrated to be of importance to the applicant's community.

While the Rural Health Network Development Program does not support the provision of health care services, activities that facilitate partnerships to address community needs will be considered. The need for the services and the activities of the partnership should be clearly described. It is not intended that these types of activities will be funded indefinitely and a timeline for the project and a plan for its continuation should be included.

The Rural Health Network Development Program does not support the direct provision of health care services or individual projects of network participants.

Funding must be used to support activities that will:

- Maintain and increase access to quality health care through the development of local health systems.
- Encourage innovative, locally developed solutions to communities' health care issues.
- Foster collaboration, reduce duplication, and achieve economies of scale.

Activities include but are not limited to:

- Achieving formal affiliations among local health care providers.
- Coordinating and integrating pre-hospital and emergency medical services.
- Increasing local health system capacity through recruitment and retention initiatives, especially those that compliment or link with Area Health Education Centers (AHEC).
- Integrating behavioral health services with other community providers,
- Coordinating local care management with managed care organizations,
- Linking health care and public health systems.
- Improving data collection/data sharing among local providers for the purposes of enhancing the local continuum of health care service delivery.
- Developing performance improvement programs, quality measurement and reporting, providing information to consumers on the availability of services, treatment options, and the quality of care of local health care providers.
- Facilitating community forums, community education, and other activities that encourage the community to participate in the processes of the network and to facilitate partnerships to address community needs.
- Increasing efficiency and reducing duplication through joint efforts in purchasing, recruitment, data collection and interpretation, community and public relations, and strategic planning.

B. New York State Department of Health Prevention Agenda

In April 2008, Commissioner Daines announced the New York State Department of Health’s Prevention Agenda, which establishes a set of statewide public health priorities, identifies 2010 goals for each priority area, and outlines indicators to measure progress toward achieving these goals.

The Prevention Agenda calls for local health departments to formally collaborate with their hospitals and other community stakeholders to assess community health needs, identify health priorities and develop public health programs to meet needs. The initiative encourages collaboration by aligning the timetables for local health departments to complete Community Health Assessments and hospitals to complete Community Service Plans. As part of the collaborative community health assessment process, local health departments and hospitals will be requested to identify two to three local priorities from the list below and to work together locally to implement strategies to address those needs. Rural Health Networks will be encouraged to work with their local health departments, hospitals, and other health care stakeholders, to pursue their community's priorities.

List of Priority Areas

- Access to Quality Health Care

- Tobacco Use
- Healthy Mothers, Healthy Babies, Healthy Children
- Physical Activity/Nutrition
- Unintentional Injury
- Chronic Disease
- Infectious Disease
- Healthy Environment
- Community Preparedness
- Mental Health and Substance Abuse

More information regarding the Prevention Agenda is included in Attachment 13.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health Division of Planning, Policy, and Resource Development, Charles D. Cook Office of Rural Health. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Karen A. Madden
Director
Charles D. Cook Office of Rural Health
Corning Tower Room 1119
Albany, NY 12237
E-mail: orh@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until **September 17, 2008**.

Questions of a technical nature can be addressed in writing via email or by telephoning the Office of Rural Health using the information in paragraph B above. 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.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference, official applicant conference minutes), please complete and submit a letter of interest (see attachment 2). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

C. Applicant Conference

There will not be an Applicant Conference held for this project.

D. Letter of Interest

Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest must be received by **September 24** at the address shown in paragraph B above in order to automatically receive written responses to questions and to receive any update or modifications to this RFA. Letters may be submitted via email. Failure to submit a Letter of Interest will not preclude the submission of an application. A sample Letter of Interest format is included as Attachment 2 to this RFA.

E. How to File an Application

Applications must be **received** at the following address by 5:00 p.m. on **October 17, 2008**. Late applications may not be accepted.

**Charles D. Cook Office of Rural Health
Corning Tower Room 1119
Albany, NY 12237**

Applicants shall submit 1 original, signed application and 4 copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

It is the applicant's responsibility to ensure that applications are delivered to Corning Tower Room 1119 prior to the date and time specified above. Late applications due to delay by the carrier or not received in the department's mailroom in time for transmission to Corning Tower Room 1119 may not be considered.

F. The Department of Health Reserves the Right To:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

G. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: January 1, 2009 – December 31, 2009. Contracts may be renewed for a period of up to three years depending upon the availability of funding and performance of the grantee.

H. Payment & Reporting Requirements

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

**Charles D. Cook Office of Rural Health
NYS Department of Health
Corning Tower Room 1119
Albany, NY 12237**

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

3. The grant contractor shall submit the quarterly progress reports. All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

I. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants must also complete and submit the Vendor Responsibility Attestation (Attachment 11).

Attachment 11 contains the Vendor Responsibility Questionnaire Attestation that all applicants other than governmental agencies will be asked to complete in the event they are chosen as part of the final selection process. (Note: Governmental agencies is defined as: State agencies, counties, cities, towns, villages, school districts, community colleges, Board of Cooperative Education Services (BOCES), Vocational Education Extension Boards, water, fire, and sewer districts, public libraries, and water and soil districts.)

In addition to the questionnaire, applicants will be required to provide the following in the event they are chosen as part of the final award selection process:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Department of State Registration
- Charities Registration
- Certificate of Article of Incorporation

J. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.

- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

K. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

- APPENDIX A Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX B Budget
- APPENDIX C Payment and Reporting Schedule
- APPENDIX D Workplan
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

WC/DB -101, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

WC/DB -101, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR

- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should your agency receive an award.

V. Completing the Application

A. Application Content

Applicants are required to submit a Network Plan that includes their network goals and objectives as well as all other required information listed below. The Network Plan is comprised of sections 1 through 8 below and will serve as the application for the Rural Health Network Development Grant.

1. Program Summary (1 page double-spaced)

Provide a concise summary that describes the scope of the proposed project, including the specific functions the network will perform, the general service area, the community health care needs that will be addressed by the project, a general description of the project's objectives and activities, and expected project outcomes. Indicate how this project will result in an enhanced rural health care delivery system consistent with the goals and objectives of this program.

2. Service Area Description (2 pages double-spaced)

Define the network's service area geographically based on such groupings as existing provider service areas, geographic barriers, or local government boundaries. A map of the service area should be included showing exact locations of all service delivery and provider sites.

Describe and document the service area's population and particular health care needs and system problems that will be addressed by the network. This discussion of community needs and system issues should include references to existing local health plans such as municipal public health services plan or hospital community service plans.

Describe the current delivery system, utilization patterns within the proposed service area and the system's inefficiencies and gaps.

3. Network Organization (2 pages double-spaced)

Mission: Describe the purpose of the network.

Organizational Structure: Describe the type of structure or steps to be taken to develop an organizational and governance structure for the network. Explain the decision-making process for the network. Identify the network's operating policies and procedures or how they will be developed. Documents such as articles of incorporation, organizational chart, and/or policies and procedures may be included as attachments.

Participants: Identify network participants. Include, as an attachment, a participant list with names, titles, and affiliations. Describe the history of service coordination and collaboration among network participants.

Planning: Describe the network's community health planning process. Include a description of the process to identify network goals and priorities.

Describe how the consumers and providers within the area served or to be served by the network are made aware of and have an effective opportunity to provide input in the network's planning process.

4. Work Plan Narrative (4 pages Double-spaced)

Networks should address a specific health or health care problem in their communities. Applicants must demonstrate why the network is the appropriate entity to successfully address the issue by describing the importance of the health care issue to the community and the ability of the network to address the issue.

The Work Plan Narrative must also:

- Describe the goal(s) of the network.
- Describe the network's measurable objectives and activities. Focus on measurable results and information that will help the Department determine the likelihood that the project goal(s) and objective(s) will be achieved. Objectives should be consistent with both program goals and the network's mission.
- Describe the outcomes expected for each objective using qualitative and quantitative measures.
- Describe the functions or services the network will offer to providers and communities in its service area.

Work Plan Forms

Applicants should use the work plan format provided in Attachment 8 to describe network objectives, activities, expected time of completion, responsible party, and evaluation and tracking methods. Time frames should be discussed using months.

Multiple copies of the work plan forms may be made depending on the number of project objectives. Work plan forms do not count towards the total number of pages.

5. Project Management (1 page Double-spaced)

- Identify the project manager by name and title and describe his/her proposed responsibilities. Provide evidence that this individual has the commitment, experience, and skills to succeed.
- Identify a management team by name and title and describe the proposed responsibilities of each team member. Explain how the team will complement the project manager's skills to ensure that organizational strengths are employed to the fullest extent.

6. Project Continuation (1 page Double-spaced)

- Describe your approach for assuring continuing financial viability of the project after grant support terminates.
- Explain how the network can assure continuation and success beyond the proposed funding period.

7. Budget/Use of Grant Funds (4 pages Double-spaced)

Applications with budget that exceed \$300,000 will not be accepted.

Applicants should complete the budget forms provided in Attachment 6. The budget includes two forms: Project Expenses and Budget Justification. Budget requests should be for 12 months, assuming a January 1, 2009 start date. Requests should relate directly to activities described in the project narrative and work plan. Only administrative costs directly related to the project activities will be considered for funding. No direct health care services will be funded by this program.

Justification for each cost should be submitted in narrative form. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. **THIS FUNDING MAY ONLY**

BE USED TO EXPAND EXISTING NETWORK ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING NETWORK MEMBER ACTIVITIES.

8. Evaluation (2 pages Double-spaced)

- Describe the network’s evaluation plan. The evaluation should define the quantitative and qualitative approaches that will be used to determine whether the objectives and expected outcomes described in the work plan have been met.
- Describe data collection strategies. All data elements to be collected should be identified.
- Describe the process that project management will use to make mid-course corrections and improve performance in network activities, functions, and services based on community response and/or changes in outcomes.

B. Application Format

All applications should conform to the format prescribed below. Applications SHOULD NOT exceed 18 double-spaced typed pages. The following pages do not count towards the page limit: cover page, checklist, signature page, table of contents, work plan forms, and attachments.

Applications should be organized as follows:

1. Cover Page

2. Checklist

3. Signature Page: All network participants should sign the signature page included in Attachment 4. The signature page may be photocopied to list additional organizations, facilities, and/or individuals.

4. Table of Contents

5. Project Summary

6. Service Area Description

7. Network Organization

8. Workplan Narrative and Forms

9. Project Management

10. Project Continuation.

11. Budget/Use of Grant Funds

12. Evaluation

13. Attachments: Append to the Network Plan any documents that demonstrate or provide evidence for the prior sections of the application.

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the New York State Department of Health Charles D. Cook Office of Rural Health. The value assigned to each section is an indication of the relative weight that will be given when scoring your application. A total of 100 points, including points given for meeting the preferred eligibility requirements, are available.

Project Summary	(1 page)	Maximum Score: 5 points
Service Area Description	(2 pages)	Maximum Score: 5 points
Network Organization	(2 pages)	Maximum Score: 10 Points
Work Plan Narrative	(4 pages)	Maximum Score: 30 Points
Project Management	(1 page)	Maximum Score: 5 Points
Project Continuation	(1 page)	Maximum Score: 10 Points
Budget	(4 pages)	Maximum Score: 20 points
Evaluation	(2 pages)	Maximum Score: 10 points
Preferred Eligibility	(2 pages)	Maximum Score: 5 points

The review process WILL NOT use regional criteria to award grants. Applicants receiving a score above 70 will receive funding (less than, or up to \$300K). Award recipients will receive 100% of allowable costs. If 100% exceeds available funds, the percentage of allowable funds will be decreased accordingly for all award recipients. If available funding from this initiative is increased or reduced, funding will be distributed or reduced proportionately.

Following the awarding of grants from this RFA, applicants may request a debriefing from the New York State Department of Health, Charles D. Cook Office of Rural Health. This debriefing will be limited to the strengths and weaknesses of the subject application only.

D. Attachments

GRANT CONTRACT

STATE AGENCY (Name and Address): _____	.	NYS COMPTROLLER'S NUMBER: _____
	.	
	.	ORIGINATING AGENCY CODE: _____
	.	
CONTRACTOR (Name and Address): _____	.	TYPE OF PROGRAM(S) _____
	.	
	.	
FEDERAL TAX IDENTIFICATION NUMBER: _____	.	INITIAL CONTRACT PERIOD FROM: TO:
	.	
MUNICIPALITY NO. (if applicable): _____	.	FUNDING AMOUNT FOR INITIAL PERIOD: _____
	.	
CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or () EXEMPT: (If EXEMPT, indicate basis for exemption): _____	.	MULTI-YEAR TERM (if applicable): FROM: TO:
	.	
CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS. _____	.	
	.	
CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION _____	.	

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 7/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX A-1
(REV 7/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to

the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
 5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
 - a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not

engage in lobbying activities of any kind regardless of how funded.

- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant,

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
 7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
 8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
 9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
 10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
 11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
 12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any budget interchange over 10% of the total contract value will require OSC approval.

- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan will require OSC approval.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

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

16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

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

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

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

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

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

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

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

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

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

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

II. Progress and Final Reports

Organization Name: _____

Report Type:

- A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, 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.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)_____.

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

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

CONTRACTOR SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

State Agency Certification:
"In addition to the acceptance of this contract,
I also certify that original copies of this signature
page will be attached to all other exact copies of
this contract."

STATE OF NEW YORK)
)
County of _____) SS:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

Attachment 2

Rural Health Network Development Program

Letter of Interest

Rural Health Network Development Program
Letter of Interest

All requested information must be supplied on this form. If necessary, the signature page can be photocopied to include additional facilities, agencies, organizations, or individuals.

To: Karen A. Madden, Director
Charles D. Cook Office of Rural Health

From:

Title:

Network:

Address:

Date:

The above network is submitting this letter of interest to apply for a grant under the Rural Health Network Development Grant Program.

E-mail correspondence should be directed to: _____,
using this e-mail address: _____.

Network Chairperson

Signature

Printed Name

Phone Number

Fax Number

Network Director

Signature

Printed Name

Phone Number

Fax Number

Attachment 3

Rural Health Network Development Program
Grant Application Cover Sheet

All requested information must be supplied on this form.

Applicant: _____

Network: _____

Contacts:

Applicant

Network

Contact

Contact

Title

Title

Address

Address

()

()

Phone

Phone

()

()

Fax

Fax

Email

Network Service Area (by county or town if necessary):

Federal Employer Identification Number: _____

State Registered Charitable Organization Number:

Total Amount Requested: _____

I, _____, for and on behalf of the applicant organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named network/organization agrees to abide by the terms of this application and is fully able and willing to carry out the terms of the project.

Signature

Title

Date

Attachment 4

Rural Health Network Development Program
Grant Application Signature Page

Rural Health Network Development Program
Grant Application Signature Page

Participating Organizations, Facilities, Individuals*

Network: _____

Name

Title

Address

County

Phone

Fax

Name

Title

Address

County

Phone

Fax

Name

Title

Address

County

Phone

Fax

Name

Title

Address

County

Phone

Fax

*If needed, photocopy this page for additional organizations, facilities, and/or individuals

Name

Title

Address

County

Phone Fax

Name

Title

Address

County

Phone Fax

*If needed, photocopy this page for additional organizations, facilities, and/or individuals

Applicants should use the budget forms provided. The budget work sheets include two forms: Project Expenses and Budget Justification. Both forms should be completed. These forms may be photocopied, as necessary. Budget requests should be for one year only and should relate directly to activities described in the project narrative and work plan. Only administrative costs directly related to the project activities will be considered for funding. No direct health care services will be funded by this program.

Follow these directions for completing the budget work sheets:

Budget Form One – Project Expenses

- When completing the “Network/Contract Organization,” list the name of the network and/or the name of the institution that will be signing the contract.
- Identify the amount of grant funds requested for one year and specify, by objective and line item, how the grant will be spent during the contract period. Use one column per objective. Add or delete columns as needed.
- Applicants may use grant funds for technical assistance. Funds may be used for subcontracting with an independent consultant for legal fees and feasibility studies, for example, and for other substantive aspects of the project.
- Allowable expenses include appropriate staff, equipment, travel, supplies, telephone/internet, printing, postage, consultant, accounting and legal fees. It is expected that successful applicants will attend one statewide program meeting during the year. The costs of attending this meeting should be included in the proposed budget.

Budget Form Two (Budget Justification)

- Justify the grant amount requested by objective. Explain why each item listed in the budget under the objective is necessary.

Attachment 6

Rural Health Network Development Program

Budget Forms

Rural Health Network Development Program

**Budget Form Two
Budget Justification**

Applicant: _____

Network: _____

Contract Period: _____

Objective/Outcome	Justification

Attachment 7

Rural Health Network Development Program **Workplan Instructions**

Applicants should use the workplan forms provided. A workplan should be completed for each objective. Activities should have an expected outcome. Time frames should be listed using months.

Attachment 8

Rural Health Network Development Program

Workplan

**Rural Health Network Development Program
Work Plan**

Applicant: _____

Network: _____

Contract Period: _____

Statement of Objective _____

Activities	Expected Outcome	Time Frame	Responsible Party	Evaluation/Tracking Method

Attachment 9

Rural Health Network Development Program

Sample Reports

Contract Period: _____ to _____

Reporting Period: _____ to _____

Contract #:

Contractor:

Network:

Project Manager:

Barriers/ Obstacles/ Problems – Cite Objective and Activity

Objective:		Activity:
Objective:		Activity:

**Request for Waiver, Modification, or Suspension of
New York State Department of Health Rules and Regulations**

Request for Waiver, Modification, or Suspension of New York State Department of Health Rules and Regulations

The New York Health Care Reform Act of 2000 enables regulatory flexibility by authorizing the commissioner to waive, modify, or suspend the respective provisions of rules and regulations pursuant to State Public Health Law “for the successful implementation of the Rural Health Network Development Grant Program and provided that the commissioner determines that the health, safety and general welfare of people receiving health care will not be impaired as a result of such waiver, modification, or suspension.” Authorization applies only to New York State Department of Health rules and regulations and does not extend to Public Health Law. The Department of Health procedure for review of a request for waiver, modification, or suspension of Department rules and regulations is as follows:

- 1) The New York State Office of Rural Health will review the request and may consult with professional organizations appropriate to the rule or regulation.
- 2) If the request is found to meet the two criteria for waiver, modification, or suspension (*i.e.*, does not adversely affect the health, safety, and general welfare of people receiving health care and does not counter Public Health Law), it will be forwarded to the Department’s Division of Legal Affairs (DLA).
- 3) If the request is found to meet its approval, the DLA will forward it to the commissioner.
- 4) If the request does not meet the required criteria or the approval of the DLA, the Office of Rural Health will work with the network to determine if the requested waiver, modification, or suspension is appropriate.
- 5) The commissioner will respond by letter to the network indicating approval or disapproval of the proposed waiver, modification, or suspension.
- 6) If approved by the commissioner, the waiver, modification, or suspension will be effective for two years.

If requesting waiver authority that extends outside of the Department’s purview, contact the New York State Office of Rural Health. The Office can offer assistance in working with federal, state, and local officials with respect to securing their cooperation in coordinating related programs and regulatory waivers.

Network Information

- 1) Network: _____
- 2) Description of Network Service Area (include counties and towns):

Description of Action Requested and Justification

3) What type of action does the network request?

- Waiver Modification Suspension

4) Identify the specific Department of Health rule(s) and/or regulation(s) for waiver, modification, or suspension?

5) Identify the facility(ies) and/or provider(s) that will be directly affected by this proposed action:

6) Explain the need for this action:

7) Describe how approval of this action will contribute to the successful implementation of the network:

- 8) How will this action impact, both positively and negatively, the community, professionals, and facilities within the network's service area (specify both potential negative and positive impacts)?

Network Evaluation and Renewal of Request

If the proposed action is approved, at the end of two years, the network must submit an evaluation report that provides evidence of how the action influenced the success of the network and improved the health care system. Extension of the waiver, modification, or suspension beyond two years requires a request for renewal submitted to the New York State Office of Rural Health.

- 9) Describe, in detail, the network's plan for evaluating the impact of the waiver on the network and on the community, specifically how the action influenced the network's success and improved the community's health care system:

- 10) Describe, in detail, the mechanisms and procedures for monitoring the impact of the proposed action on the health, safety, and general welfare of the people receiving health care:

Optional Information (Professional Organizations)

- 11) Has the network forwarded a copy of this request to the appropriate professional organization(s)? _____

If yes, identify to which organizations the request was sent and if letters of support from these professional organizations are attached or forthcoming?

Network Assurances

- 12) What assurances can the network provide that such action will not counter Public Health Law?

- 13) What assurances can the network provide that the quality of health care, patient rights, and informed consent will not be negatively impacted by this action?

Attachment 11

Rural Health Network Development Program
Vendor Responsibility Attestation

Vendor Responsibility Attestation

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 12

**Rural Health Network Development Program
New York State Rural Counties and Towns**

To be eligible for grant awards, applicants must be members of an existing or proposed rural health network and currently provide services to residents of rural areas. The following list identifies the counties in New York State that have been designated rural for the purposes of this request for proposals.

**New York State Rural Counties
(Population less than 200,000)**

<i>Allegany</i>	<i>Delaware</i>	<i>Lewis</i>		
<i>Cattaraugus</i>	<i>Essex</i>	<i>Livingston</i>	<i>Rensselaer</i>	<i>Tioga</i>
<i>Cayuga</i>	<i>Franklin</i>	<i>Madison</i>	<i>Schenectady</i>	<i>Tompkins</i>
<i>Chautauqua</i>	<i>Fulton</i>	<i>Montgomery</i>	<i>Schoharie</i>	<i>Ulster</i>
<i>Chemung</i>	<i>Genesee</i>	<i>Ontario</i>	<i>Schuyler</i>	<i>Warren</i>
<i>Chenango</i>	<i>Greene</i>	<i>Orleans</i>	<i>Seneca</i>	<i>Washington</i>
<i>Clinton</i>	<i>Hamilton</i>	<i>Oswego</i>	<i>St. Lawrence</i>	<i>Wayne</i>
<i>Columbia</i>	<i>Herkimer</i>	<i>Otsego</i>	<i>Steuben</i>	<i>Wyoming</i>
<i>Cortland</i>	<i>Jefferson</i>	<i>Putnam</i>	<i>Sullivan</i>	<i>Yates</i>

New York State Counties with Towns of Fewer than 200 Persons Per Square Mile

<i>Albany</i>	Pine Plains	Riga	Paris	Mount Hope*
Berne	Pleasant Valley*	Rush	Remsen	Tuxedo
Coeymans	Rhinebeck*	Wheatland	Sangerfield	Wawayanda
Knox	Stanford		Steuben	Woodbury*
New Scotland	Union Vale	<i>Niagara</i>	Trenton	
Rensselaerville	Washington	Cambria	Vernon	<i>Saratoga</i>
Westerlo		Hartland	Verona	Charlton
	<i>Erie</i>	Newfane	Vienna	Corinth
<i>Broome</i>	Brant	Pendleton	Western	Day
Barker	Boston*	Porter*	Westmoreland	Edinburg
Binghamton	Cattaraugus	Royalton		Galway
Colesville	Reservation	Somerses	<i>Onondaga</i>	Greenfield
Fenton*	Colden	Tuscarora	Elbridge	Hadley
Kirkwood	Collins	Reservation	LaFayette	Northumberland
Lisle	Concord	Wilson	Marcellus	Providence
Maine	Eden		Onondaga	Saratoga
Nanticoke	Holland	<i>Oneida</i>	Reservation	Stillwater
Sanford	Marilla	Annsville	Otisco	
Triangle	Newstead	Augusta	Pompey	<i>Suffolk</i>
Windsor	North Collins	Ava	Skaneateles	East Hampton*
	Sardinia	Boonville	Spafford	Shelter Island
<i>Dutchess</i>	Tonawanda	Bridgewater	Tully	
Amenia	Reservation	Camden		<i>Westchester</i>
Clinton	Wales	Deerfield	<i>Orange</i>	North Salem*
Dover		Florence	Crawford	Pound Ridge
Milan	<i>Monroe</i>	Floyd	Deerpark	
North East	Clarkson	Forestport	Greenville	
Pawling	Hamlin*	Lee	Hamptonburgh	
	Mendon	Marshall	Minisink	

* Towns with Between 200 and 250 Persons Per Square Mile. Approval by the Commissioner is required for towns of this size.

Attachment 13

Rural Health Network Development Program
Grant Application Cover Sheet

PREVENTION AGENDA TOWARD THE HEALTHIEST STATE 2008

Public Health Agenda

In April 2008, Commissioner Daines launched a Prevention Agenda for the Healthiest State. This public health effort will support the goals of health care reform by establishing statewide public health priorities and asking local health departments and their health care and community partners to work together to achieve them. In addition to supporting health care reform, this initiative will focus the state and its communities on public health and primary/secondary prevention.

Rationale – Why Public Health

Improving the health of New Yorkers requires a renewed focus on the determinants of health and an investment in basic public health prevention. As much as 70% of health is influenced by social circumstances (such as income and education), environmental conditions (like toxic and microbial agents in the air), and behavioral patterns, while access to health care is responsible for 10% of health status. Public health focuses on two types of prevention. Primary prevention efforts promote healthy environments and behaviors within the community and within clinical settings with the goal of preventing disease in the first instance. Secondary prevention focuses on the early detection of disease to enable a cure or better treatment outcome. Primary prevention can improve health and help reduce health care costs. There is ample evidence that local and state level spending on community-based primary and secondary prevention can yield a return on investment through savings in health care and Medicaid budgets. However, use of clinical preventive services remains low and in several areas use of preventive care among racial and ethnic groups lags behind that of non-Hispanic Whites.

Approach

For the first time, local health departments (LHDs) across the state will be encouraged to collaborate with their hospitals to assess community health needs, identify health priorities and develop public health programs to meet needs. In 2009, LHDs will describe community needs and programmatic initiatives in their Community Health Assessments and Municipal Public Health Services Plan for the period 2010-2013. Hospitals will be encouraged to work with LHDs to describe their operational commitment to meeting community needs in their Community Service Plans. Collaborative community health planning will enable LHDs and hospitals to collaborate systematically to identify and address

public health needs in their communities. The Prevention Agenda establishes a set of public health priorities, identifies 2010 goals for each priority area, and outlines indicators to measure progress toward achieving these goals, including indicators to track progress on eliminating racial, ethnic and socio economic health disparities where they exist. Priority areas include:

- Access to Quality Health Care
- Tobacco Use
- Healthy Mothers, Healthy Babies, Healthy Children
- Physical Activity & Nutrition
- Unintentional Injury
- Chronic Disease and Cancer
- Infectious Disease
- Healthy Environment
- Community Preparedness
- Mental Health and Substance Abuse

As part of the collaborative community health assessment process, the Department is calling on local health departments and hospitals to identify two-three local priorities from among the list, and to work together locally to implement strategies to address those needs. The Department will provide technical assistance on evidence based prevention and, if funding permits, incentives to support local communities to conduct this work. It will track progress and evaluate results. The community health needs identified locally can be used to help identify budgetary/legislative needs for the future. Local efforts will be complemented by statewide policy initiatives to help achieve the priorities. For Prevention Agenda indicators, please visit the Department's website: www.nyhealth.gov/press/releases/2008/2008-04-07_health_department_launches_public_health_week.htm