

July 1, 2011

Dear Colleague:

The New York State Departments of Health and Labor are pleased to announce this Request for Applications under the Health Workforce Retraining Initiative. There will be up to \$28.4 million available for projects to train or retrain health industry workers to obtain positions in occupations with documented shortages of workers and provide employment for health industry workers who need new jobs and/or new skills due to changes in the health care system.

Despite the recent economic downturn, healthcare remains one of the fastest growing employment sectors in New York State and continues to include more than half of the fastest growing occupations. The current economic climate however has resulted in the easing of current shortages in some health professions and occupations as there are fewer vacant positions to fill, and in some cases, many candidates competing for these positions.

Changes in New York State's health care system including declining statewide and regional occupancy levels, an increase in the number of uninsured and underinsured, tight credit markets, revenue shortfalls that lead to staffing cuts, a growing need for information technologies and the transition of resources from inpatient to outpatient care, are resulting in the reorganization of services and redesign of jobs for many workers. In addition, recent changes in Medicaid enacted as part of the 2011-12 State Budget will put pressure on some hospitals, nursing homes and community health centers to make critical decisions either to close merge or restructure, further impacting the health care workforce. As a result, many workers require assistance in developing the needed skills for new or redesigned jobs. Projects supported under this initiative should assist workers in various occupations critical for New York's health care industry to continue to stabilize and improve the efficiency of our health delivery system and ensure that all New Yorkers have access to high quality medical care.

Applications are due no later than 3 p.m. on September 16, 2011. Copies of the Request for Applications may be obtained by going to <http://www.health.ny.gov> or calling the number provided below.

We look forward to working with you to assist health industry workers to develop the skills necessary to maintain jobs or secure employment in shortage occupations. If you have any questions, please contact Barry Gray, Director of HEAL, Workforce Development, and Capital Investment, New York State Department of Health at (518) 473-4700.

Sincerely,

Richard M. Cook  
Deputy Commissioner

**New York State  
Department of Health**

**Division of Health Facility Planning**

**Request for Applications 1106081010**

**New York State  
Health Workforce Retraining Initiative**

RFA Release Date: July 1, 2011

Questions Due: July 29, 2011

RFA Updates Posted: August 5, 2011

Applications Due:

Must be received by 3 p.m. on September 16, 2011

Contact Name and Address:

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# Table of Contents

<b>I. Introduction</b>	
Program Description	p. 1
Background	p. 1
Intent	p. 1
Problems/Issues to be Addressed	p. 1
Funding	p. 1
Table 1-Maximum Funding Levels by Region	p. 2
<b>II. Who May Apply</b>	
Eligible Organizations	p. 3
Minimum Application Requirements	p. 3
Preferred Application Requirements	p. 3
Funding Preferences	p. 3
<b>III. Project Narrative/Work Plan Outcomes</b>	
Project Expectations	p. 3
Eligible Activities	p. 4
Application Review Criteria	p. 5
<b>IV. Administrative Requirements</b>	
Issuing Agency	p. 8
Question and Answer Phase	p. 8
Applicant Conferences	p. 8
How to File an Application	p. 8
Summary of Timeframes	p. 9
Departmental Rights	p. 9
Term of Contract	p. 10
Payment and Reporting Requirements	p. 10
Vendor Responsibility Questionnaire	p. 11
General Specifications	p. 11
Contract Appendices	p. 13
<b>V. Completing the Application</b>	
General Instructions for Submission	p. 15
Application Content	p. 15
Application Format	p. 24
Review and Award Process	p. 25
<b>VI. Attachment</b>	
1) Application Cover Sheet	p. 28
2) Project Cover Page	p. 29
3) Project Work Plan	p. 30
4) Project Budget Cover Page	p. 31
5) Line-Item Budget Page	p. 32
6) NPS Budget Justification	p. 33
7) Standard Grant Contract with Appendices	p. 34
8) Vendor Responsibility Attestation	p. 65
9) Application Checklist	p. 66
10) Letter of Interest	p. 67
11) Definition of Safety Net Facility	p. 68

# **I. Introduction**

## **Program Description**

The Health Workforce Retraining Initiative supports the training and retraining of health industry workers with the skills necessary in the health care market today. Since its inception, the program has awarded nearly \$323 million to 462 grantees and trained or retrained over 150,000 health care workers.

## **Background**

The New York State Departments of Health and Labor are jointly soliciting applications from organizations proposing to train or retrain (hereafter referred to as “train”) health industry workers to obtain new positions; meet the new job requirements of existing positions; or otherwise meet the requirements of the changing health care market.

## **Intent**

Despite the recent economic downturn, all health care sectors continue to face persistent problems recruiting and retaining various health care occupations. Over half of the fastest growing occupations in the U.S. are in health care. Healthcare facilities face increasing pressures to operate more efficiently due to declining statewide and regional occupancy levels; a growing need to integrate emerging technologies into the health care delivery system; an increase in the number of uninsured and underinsured; tight credit markets; revenue shortfalls that lead to staffing cuts; and the transition of resources from inpatient and tertiary care to primary care. In addition, recent changes in Medicaid will put pressure on some hospitals, nursing homes and community health centers to make critical decisions either to close, merge or restructure, further impacting the health care workforce. Such factors increase the need to retrain and redeploy affected health care workers. This program is intended to support such efforts.

## **Problems/Issues to be Addressed**

Funds will be used to support efforts to address:

- Changes in the skills required for healthcare workers to maintain current employment including meeting new job or certification/licensing requirements;
- Additional skills needed for a new job due to changes in the market place, including new employment for at-risk/laid off workers; and/or
- Occupational Shortages

Note: Funds may not be used to train physicians and physicians in training.

## **Funding**

Up to \$28.4 million is available to support this RFA. Regional funding is available based on the amount collected in a regional pool and will be awarded on a competitive basis within a region in accordance with the guidelines laid out in the Review and Award Process section on page 24. The region in which funding is requested is determined by the county of the employer with participants to be trained or the county of residence of laid-off workers to be trained. Table 1 details the counties included and amount available within each region.

**TABLE 1**

**MAXIMUM FUNDING LEVELS BY REGION**

**WESTERN REGION**

Erie (\$840,640)  
Niagara  
Chautauqua  
Cattaraugus  
Allegany  
Wyoming  
Genesee  
Orleans

**ROCHESTER REGION**

Monroe (\$1,675,600)  
Wayne  
Livingston  
Ontario  
Seneca  
Yates

**CENTRAL REGION**

Steuben (\$908,800)  
Schuyler  
Chemung  
Tioga  
Tompkins  
Cayuga  
Broome  
Cortland  
Onondaga

**UTICA/WATERTOWN REGION**

Chenango (\$102,240)  
Otsego  
Madison  
Herkimer  
Oneida  
Lewis  
Oswego  
Jefferson  
St. Lawrence  
Franklin  
Hamilton

**NORTHEASTERN REGION**

Clinton (\$789,520)  
Essex  
Warren  
Washington  
Saratoga  
Fulton  
Montgomery  
Schenectady  
Schoharie  
Albany  
Rensselaer  
Greene

**NORTHERN METRO. REGION**

Delaware (\$1,363,200)  
Columbia  
Sullivan  
Ulster  
Dutchess  
Orange  
Putnam  
Rockland  
Westchester

**NEW YORK CITY REGION**

New York (\$19,692,560)  
Kings  
Bronx  
Queens  
Richmond

**LONG ISLAND REGION )**

Nassau (\$3,027,440)  
Suffolk

## **II. Who May Apply**

### **Eligible Organizations**

Organizations eligible to apply for funding include:

- general hospitals;
- long term care facilities;
- other health care facilities;
- health worker unions;
- labor-management committees;
- health care facility trade associations;
- joint labor-management training funds established pursuant to the provisions of the Federal Taft-Hartley Act; and
- educational institutions.

### **Minimum Application Requirements**

An application will be scored if it: is received in hard copy (no fax or email) by 3 pm on the application due date; includes a sealed technical proposal and a separate sealed budget proposal; includes an original signed application cover sheet; and includes cover sheets for each proposed project. Applicants should refer to “Section V. Completing the Application” for further detail on application requirements. Applications that do not meet the minimum requirements will not be reviewed.

### **Preferred Application Requirements**

Highest points will be awarded to projects that present well documented and clearly defined: need for training; capability and commitment on the part of the applicant; collaboration among application partners; training strategy; work plan; measurable outcomes; and responses to the funding preferences listed below.

### **Funding Preferences**

Funding preference will be given to applications that:

1. provide training in occupations with documented shortages;
2. target workers who have experienced or are likely to experience job loss because of changes in the health care system;
3. provide written labor union concurrence from the relevant bargaining agent(s);
4. provide needed expansion of educational capacity;
5. provide training to meet new job or certification/licensing requirements;
6. leverage other resources to make projects more cost effective; or
7. increase the diversity of the healthcare workforce.
8. agree to partner with safety net facilities that are restructuring pursuant to the Department’s efforts to assist with the preservation of essential safety net facilities.

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

### **Project Expectations**

Grants will be made to support the training of health care workers to address changing workforce demands. Grants will be made on a competitive basis by project and by region in accordance with the guidelines laid out in the Review and Award Process Section on page 24.

Successful applicants will be expected to:

Develop and manage the administrative structure necessary to implement proposed projects in a timely

manner. This includes adequate staffing to develop relationships and contracts with partners necessary to conduct assessments, training or other functions necessary for the successful implementation of the project, manage and coordinate the project, meet fiscal and programmatic contract requirements, and evaluate the project.

Ensure the provision of assessment, training and placement services in a cost effective manner to the numbers of participants proposed in the grant application or as modified through contract negotiations.

Provide the State with quarterly outcome and expenditure reports, and final reports, in a timely manner as described in section IV, Administrative Requirements.

Fully cooperate with Department of Health and Labor representatives during monitoring site visits and provide supporting documentation and other data or information as may be necessary to help assess the success of the project.

### **Eligible Activities**

Activities eligible for funding under the Health Workforce Retraining Initiative may include, but are not limited to:

- **Assessment.** Includes, as part of a training program, the use of such tools as the Test of Adult Basic Education (TABE) or other instruments that assess literacy, math/ reading level, or job skills to help determine training needs. Also includes counseling and guidance activities to help determine training needs.
- X **Remediation.** Includes preparation in English for speakers of other languages, instruction in basic reading or mathematics, or completion of requirements for a general equivalency diploma (GED). Remediation may be provided as part of a training program and where it is necessary for redeployment to new jobs or now required to maintain current employment.
- X **Basic Skill Development.** Includes training in such skills as word processing or data entry.
- X **Reorientation.** Includes short-term preparation of health industry workers to transition to other health sectors. For example, this includes preparing an operating room nurse for employment in home health care.
- X **Skill or Educational Enhancement.** Includes training that provides marketable job skills for employment in new or redesigned jobs, within or outside the health care sector. For example, this includes preparing phlebotomists as patient care associates, nurse aides as occupational therapy assistants, or nurse aides as child care workers. Also includes, where appropriate, the provision of college level or college degree course work.
- X **Expansion of Educational Capacity.** Includes support for faculty, clinical instructors, preceptors, and others to meet the educational needs of the health care workforce.

**Retraining Initiative funds may not be used to supplant existing training programs.** In-service training customarily provided by a staff development department will not be funded. Funds may also not be used to train physicians and physicians in training.

## Application Review Criteria

Applicants most likely to be selected for funding are those that best address the following:

**Need for Training:** Applicants should define the specific issue(s) or problem(s) to be addressed by the proposed project in each region for which funding is being requested. Preference will be given to those projects which propose to train in shortage occupations, train workers who are laid-off or likely to experience job loss, expand educational capacity (through the training of workers to become faculty, clinical instructors, and others, provide training to meet new job or certification requirements, leverage other resources to make projects more cost effective, increase diversity of the healthcare workforce or agree to partner with safety net facilities that are restructuring pursuant to the Department's efforts to assist with the preservation of safety net facilities. Use local and regional trends as opposed to statewide and national trends where possible.

- **Training for laid-off workers or workers likely to experience job loss.** Applicants should document which health care facilities laid off workers are coming from and/or document facility plans to downsize or close, such as Certificate of Need applications for reduced beds or approved hospital closure plans. Applicants may propose to train laid off workers in areas either inside or outside the health care sector, but should document how the training will promote the employment of participants when training is completed.
- **Training in shortage occupations.** Applicants should demonstrate shortages in the occupations for which training is proposed. Such documentation may be through local, regional, or state labor statistics, vacancy rates, long recruitment times, local studies/surveys, letters from employers, or other appropriate mechanisms. Training for shortage occupations has traditionally been accomplished by offering health care workers upgrades or enhanced skills through degree or non-degree educational programs or through tailored instructional programs.
- **Training for emerging technologies.** Applicants should document the needs of the facilities for training of workers in emerging technologies. Such documentation can be project specific, facility specific or job specific. For example, an applicant could discuss specific job titles that a hospital has identified and why training is needed for those titles, or why the installation of a new hospital wide system (with target installation dates) will create a need to train all job titles. Examples of training in this category include new coding systems, upgrading to electronic medical records, or training on a new hospital information system. This program will only support equipment directly associated with training and not equipment which will be used for on-going operational activities.
- **Training for changes in job requirements.** Applicants should document changes in certification and licensing requirements and/or need for cross-training or additional skills. Applicants should describe how the training will benefit the employees and positively affect the patient population or quality of care at the facility. Training in this category can include cross-training of staff in multiple disciplines, certification for dialysis technicians, radiology titles, OR technicians, pharmacy technicians, and others, or other strategies that assist employees to meet new job requirements or upgrade credentials.
- **Training which will increase diversity** for the healthcare workforce. Applicants are encouraged to develop strategies that will result in an increase in diversity in the healthcare workforce. These strategies may be incorporated into any of the above areas and should not represent a separate training category. Diversity training typically done by a human resource department will generally not qualify.

- **Expansion of educational capacity.** Applicants may submit requests to train participants through the expansion of educational capacity for occupations where training opportunities have been limited by the lack of faculty, clinical instructors or clinical affiliation slots. The expansion of educational capacity can involve nursing, such as MSN programs with educational concentrations, or other occupations where opportunities have been limited. Applicants should document the need for additional capacity via waiting lists for training slots, numbers of applicants turned away, etc. Projects requesting funding under this category should, in addition to expanding capacity, train participants during the grant cycle.
- **Assistance to safety net facilities.** Applicants are encouraged to assist safety net facilities. Applicants should identify potential safety net facilities and document how the specific training proposed will help workers transition to different or new jobs that result as part of a reorganization, merger or closure. See Attachment 11 for a tentative definition of a safety net facility.

**Capability and Commitment of the Applicant to Implement the Program:** Applicants should clearly demonstrate their ability to train the target population and meet contract reporting requirements on the participants in the proposed projects and regions for which funding is requested. Such documentation should include, but is not limited to:

- **Measurable prior training success in the area of the proposed project(s).** The applicant should document the success of previous training experience. Examples of documentation include:
  - training numbers and hiring rates for upgrading programs;
  - reductions in denied claims for a period after enhanced training in billing/coding was delivered;
  - reductions in patient waiting times; or
  - measurable increases in patient satisfaction as demonstrated by surveys for process improvement training.

Applicants who have received past HWRI grants but have been unable to fully implement the projects in a timely manner should explain the reasons for the lack of implementation or delays and provide information as to why they will not have similar issues with the implementation of their proposed projects under this solicitation. Past HWRI contractors should describe their record of success in training and placing healthcare workers.

- **Measurable outcomes in other training programs.** Applicants proposing training in an area that they have not had previous experience in should describe their plans to demonstrate success with the proposed training project. Such information could include:
  - past experience in a related training type; or
  - description of how established collaborations will ensure best outcomes.
- **Retention of graduates in past areas of training.** Applicants should demonstrate retention of workers as a result of past training efforts. Such documentation could include:
  - the number of school based graduates that were hired by facilities or collaborative partners in the skills trained;
  - the number of graduates receiving job upgrades;
  - the number of workers trained that are still employed in their field; and/or
  - statistics from employee satisfaction surveys that could be utilized as retention documentation for non-upgrading training programs.

- **Responsive administration of program and ability to meet contract requirements.** Applicants should demonstrate their ability to implement the program within a three month period of time from the date of contract execution. Implementation may include time for planning activities such as curriculum development, participant selection, or structuring the training to reflect the academic calendar. This should include a commitment by the organization's corporate structure. The applicants should describe an administrative structure that is adequate for the scope of the program and include a brief description of staff responsible for the administration of the program and for complying with contractual requirements.

**Establish collaborations/partnerships between applicant and other organizations necessary to implement the project.**

The applicant should demonstrate collaboration between organizations needed to adequately provide a training program in the region(s) of the project(s). This could include existing collaborations or those established for the purposes of this solicitation. The applicant should provide letters of participation from each participating organization which describe the role of the organization. Applicants who have successfully participated in the program in the past in projects similar to those proposed may submit letters of participation from trade associations in lieu of letters from individual health care facilities and need only letters of participation from educational vendors who have not participated in the past. Letters should be included as follows:

- **Healthcare Facility Applicants:** should submit letters of participation from all participating training organizations which include a description of how the training will be implemented (applicants that train their own workers do not have to provide a participating trainer letter);
- **Educational Institution Applicants:** should submit letters of participation from all participating healthcare facilities that identify the types of positions participating in the training and the reasons for choosing those positions; and
- **Third Party Applicants (e.g., unions, trade associations):** should submit letters of participation from all participating healthcare facilities and training organizations including all information referenced above with the exception as described above

All anticipated participating organizations should be listed on the project cover sheet, and should include the region in which the organization is located. See Attachment #2.

Applicants should also describe any plans by themselves or their partners to leverage other resources to make projects more cost effective. Include a description of the resources to be provided. Do not include costs in the technical proposal. Preference will be given to projects that provide support such as release time for participants or supplementation of tuition or other costs.

Preference will be given to projects that, in addition to addressing the above areas, also provide letters of labor union concurrence from the relevant bargaining agent(s). Applicants submitting projects that propose to train non-union health care workers should indicate in the project narrative that the proposed participants are not union members and the jobs trained for are non union jobs. Applicants will not receive preference points if this is not clear.

**Training strategy.** Applicants should describe how the strategy of the training project will facilitate training and assure employment for participants. Include a description of:

- X The process to select training participants, including a description of any start-up activities such as curriculum development and assessment tool or process (if applicable);
- X The proposed curriculum and how it provides participants with the skills that meet the employers' needs;
- X The length of training, its appropriateness to the curriculum, and how it will provide the targeted skills and result in the anticipated job placement; and
- X Plans to monitor the progress of training participants while in training; including any

mentoring, tutoring or counseling services to be provided.

**Measurable outcomes and work plan.** Applicants should provide specific measurable outcomes that will be used to assess the effectiveness of the project. The measurable outcomes should at a minimum indicate:

- Upgrading or skill enhancement training: the number of participants who will enter training, complete training and be hired or retained after successfully completing training;
- Expansion of Educational Capacity: the numbers of current slots, the number of qualified candidates turned away, the number of slots to be created by the expansion and the number of participants to enter/complete training as a result of the expansion.

The applicant should also include a comprehensive work plan for each year and region of the proposed project with activities that are achievable within the specified timeframes.

## **IV. Administrative Requirements**

### **Issuing Agency**

The RFA is issued jointly by the Departments of Health and Labor. D OH is responsible for the requirements specified herein and for the evaluation of all applications.

### **Question and Answer Phase**

All substantive questions must be submitted in writing to:

Barry Gray  
NYS Department of Health  
Corning Tower, Room 1084  
Empire State Plaza  
Albany, NY 12237  
wrkforce@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 July 29, 2011.

Questions of a technical nature can be addressed in writing or via telephone by calling Barry Gray at (518) 473-4700. Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting), rather than related to the substance of the application.

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

This RFA has been posted on the Department of Health website at: <http://www.health.ny.gov/funding>. Questions and Answers, as well as any updates and/or modifications, will also be posted on or about the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete a letter of interest (see attachment 10). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

### **Applicant Conferences**

There is no applicant conference scheduled.

### **How to File an Application**

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

Please submit to:  
NYS Department of Health  
Corning Tower, Room 1084  
Empire State Plaza  
Albany, New York, 12237

Applicants shall submit 1 signed original and 3 unbound copies of the **Technical Proposal**. 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.

Applicants shall supply 1 signed original and 3 unbound copies of the **Budget Proposal**. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. The Budget Proposal must be contained in a separate sealed envelope. An application will not be considered complete unless the Budget Proposal is submitted in a separate, sealed envelope. Applications will not be accepted via fax or e-mail.

It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

## Summary of Timeframes

Written Questions due	July 29, 2011
RFA Updates Posted	August 5, 2011
Application Deadline	September 16, 2011
Technical and Budget Application Opening	September 20, 2011
Anticipated Award Notification	November 2011
Anticipated State Contract Date	On or about January 1, 2012

\*the above dates are estimates and are likely to change based on circumstances outside the Department's control.

## Departmental Rights

The Department of Health Reserves the right to:

- 1) Reject any or all applications received in response to this RFA.
- 2) Withdraw the RFA at any time, at the Department's sole discretion.
- 3) Make an award under the RFA in whole or in part.
- 4) Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
- 5) Seek clarifications and revisions of applications.

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

## **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, 2012 - December 31, 2013. The second year of contracts resulting from this RFA is contingent upon continued funding appropriation of the HWRI in State Fiscal Years 2012-13.

The Department, at its discretion, may consider a one year extension to these contracts.

## **Payment and Reporting Requirements**

- 1) The Department may, at its discretion, make an advance payment to not for profit grant contractors

in an amount not to exceed 25 percent.

- 2) The grant contractor will be required to submit *QUARTERLY* vouchers and required reports of expenditures to the State's designated payment office:

NYS Department of Health  
*Corning Tower, Room 1084*  
*Empire State Plaza*  
*Albany, NY 12237*

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: *The Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work plan.*

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

*Quarterly program and expenditure reports, and*  
*A final report as specified in Appendix C.*

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

## **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](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System on-line 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](mailto: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](http://www.osc.state.ny.us/vendrep) or may contract the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 8).

## **General Specifications**

- 1) By signing the “Application Cover Page” each applicant attests to its express authority to sign on behalf of the applicant.

- 2) Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of the 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 should 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.

**Contract 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 A-2 Program Specific Clauses
- APPENDIX B - Detailed Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Work plan

APPENDIX G - Notifications

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

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

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

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

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

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

## V. Completing the Application

### Minimum Application Requirements

Applications must include *a signed Application Cover Sheet (Attachment 1)* and *a separate sealed technical proposal* and *a separate sealed budget proposal* for each project (see project definition below) in order to be reviewed.

The technical proposal for each proposed project *must*, in order to be reviewed, include a Project Cover Sheet which should list all anticipated participating organizations (Attachment 2). The complete technical

proposal should include narratives addressing need for training, capability and commitment of the applicant, collaborations and partnerships, training strategy, measurable outcomes, and the work plan (Attachment 3).

The budget proposal for each project *must*, in order to be reviewed, include a Budget Cover Sheet (Attachment 4) for each proposed project. The complete budget proposal should include a line item budget request (Attachment 5) and a Non-Personnel Services Justification (Attachment 6) for each year of funding requested.

Applications that do not follow the prescribed submission method will not be reviewed.

## **General Instructions for Submission of Applications**

Applicants are encouraged to use federal, state and local resources within their regions to strengthen and enhance their applications. A listing of resources that may assist applicants in identifying potential employers, including new industries relocating to a region, and identification of qualified trainers in a region can be found at the Department of Labor website, <http://www.labor.ny.gov/> . Questions regarding these resources can be directed to Rocco Tenenini at 518- 457-9529.

Definitions:

- An “applicant” is an eligible organization responsible for applying to receive HWRI funds, either on its own behalf or on behalf of a number of organizations. The applicant is responsible for assuring the successful completion of all projects for which it has received such funds. For multi-organizational applicants, the applicant is the lead agency identified to receive and allocate funds appropriately among subsidiary organizations, in addition to assuring project completion.
- A “project” is a set of activities required to train and place workers in a single occupation, e.g. radiology technician, CNA, LPN, or RN. An applicant may request funds for career ladder training but separate titles should be broken up into separate projects and cross referenced. An applicant may propose more than one project in a single application and may propose a project in more than one region.
- A “region” is the geographic area as defined on page 2. An applicant may submit the same project in multiple regions.

Multi region projects:

Applicants that propose projects in *multiple regions* should include the following *for each project for each region* in which they propose the project: a Project Cover Sheet with a list of all anticipated participating organizations (Attachment 2), narratives addressing need for training, capability and commitment of the applicant, collaborations and partnerships, training strategy, measurable outcomes, the Work Plan (Attachment 3); and a Budget Cover Sheet (Attachment 4), Line Item Budget Request (Attachment 5) and Non-Personnel Services Justification (Attachment 6) for each year of funding requested. Budgets aggregated for multiple regions will not be scored.

## **Application Content**

A complete application will consist of the following, in the indicated order:

### **Application Cover Sheet (Attachment 1): ONE PER APPLICATION (1 page)**

The cover page summarizes the total funding requested for all projects and regions included within the application. Indicate:

- Applicant name, address, FEIN, Charities Registration Number (or reason for exemption), and not-for-profit/for-profit status;

- Contact Information, including name, title, phone, fax and email;
- Applicant organization type. If the applicant checks “other health facility”, please indicate the type;
- Proposed contract period. The contract period will begin on or about January 1, 2012 and may be for up to two years with a possible one year extension at the discretion of the DOH;
- Application Information: Number of projects submitted; the total HWRI funding requested; and the total number of training participants; and all regions for which funding is being requested. Totals should be the sum of amounts shown on the individual project cover pages. Funding regions are determined by the location of the employer with employees eligible for training or by the county of residence of laid off workers.
- Applicant Signature: Applications without an original signature will NOT be reviewed.

### ***PROJECT SPECIFIC INFORMATION***

The following information should be submitted for EACH project in the application.

#### **Project Cover Sheet (Attachment 2) (1 page)**

On each cover sheet, indicate:

- A brief title of the project, for example: train Radiology Technicians; reorient RNs for home care; or expand educational capacity to train additional RNs;
- Proposed project period, not to exceed two years;
- Region(s) in which the project(s) will occur. The funding region is determined by the county of the employer with employees eligible for training, or by the county of residence of the laid off workers (see page 2 for a list of counties and funding levels by region);
- Total amount of grant funds requested for the project in each region and in total;
- Number of participants in each region and in total;

Project cover sheets should list all anticipated participating organizations as known at the time of application.

#### **Project Narrative**

The project narrative should include, for **each region** in which funding is requested, the following information:

##### **1) Statement of Need for Training:** (2 pages per region)

Applicants should define, in no more than 2 pages per region, the specific issue(s) or problem(s) to be addressed by the proposed project in each region for which funding is being requested. Preference will be given to those projects which propose training in shortage occupations, training workers who are laid-off workers or likely to experience job loss, expansion of educational capacity (through the training of workers to become faculty, clinical instructors, etc), provide training to meet new job requirements, leverage other resources to make projects more cost effective or increase diversity in the healthcare workforce.

- **Training for laid-off workers or workers likely to experience job loss.** Applicants should document where laid off workers are coming from and/or document facility plans to downsize or close, such as Certificate of Need applications for reduced beds or approved hospital closure plans. Applicants may propose to train laid off health care workers in areas either inside or outside the health care sector, but should document how the training will promote the employment of participants when training is completed.
- **Training in shortage occupations.** Applicants should demonstrate shortages in the occupations for which training is proposed. Such documentation may be through local, regional or state labor statistics, vacancy rates, local studies/surveys, letters from employers, or other appropriate mechanisms. Training for shortage occupations has traditionally been accomplished by offering health care workers upgrades or enhanced skills through degree or non-degree educational programs or through tailored instructional programs.

- **Training for emerging technologies.** Applicants should document the needs of the facilities for training of workers in emerging technologies. Such documentation can be project specific or job specific. For example, an applicant could discuss specific job titles that a hospital has identified and why training is needed for those titles, or that the installation of a new hospital wide system (with target installation dates) will create a need to train all job titles. Examples of training in this category include new coding systems, upgrading to electronic medical records, or training on a new hospital information system.
- **Training for changes in the job requirements.** Applicants should document and changes in certification and licensing requirements and /or need for cross-training or additional skills. Applicants should describe how the training will benefit the employees and positively affect the patient population or quality of care at the facility. Training in this category can include cross-training of staff in multiple disciplines. Certification for dialysis technicians, radiology titles, OR technicians, pharmacy technicians, etc., or other strategies that assist employees meet new job requirements.
- **Training which will increase the diversity of the healthcare workforce.** Applicants should document strategies that will result in an increase in diversity in the healthcare workforce. These strategies may be incorporated into any of the other areas and should not represent a separate training category.
- **Expansion of Educational Capacity.** Applicants may submit requests to train participants through the expansion of educational capacity for occupations where training opportunities have been limited by the lack of faculty, clinical instructors, or clinical affiliation slots. The expansion of educational capacity can involve nursing, such as MSN programs with educational concentration, or other occupations where opportunities have been limited. Applicants should document the need for additional capacity. Projects requesting funding under this category should, in addition to expanding capacity, train participants during the grant cycle.

**2) Statement of Capability and Commitment of the Applicant to Implement the Program:** (2 pages per region)

Applicants should clearly demonstrate, in no more than 2 pages per region, their ability to identify need, train the target population and meet contract reporting requirements on the participants in the proposed projects and regions for which funding is requested. Such documentation should include, but is not limited to:

- **Measurable prior training success in the area of the proposed project(s).** The applicant should document the success of previous training experience. Examples of documentation include:
  - training numbers and hiring rates for upgrading programs;
  - reductions in denied claims for a period after enhanced training in billing/coding was delivered; and/or
  - measurable increases in patient satisfaction as demonstrated by surveys for process improvement training.

Applicants who have received past HWRI grants but have been unable to fully implement the projects in a timely manner should explain the reasons for the lack of implementation or delays and provide information as to why they will not have similar issues with the implementation of their proposed projects under this solicitation. Past HWRI contractors should discuss their record of success in the training and placement of healthcare workers.

- **Measurable outcomes in other training programs.** Applicants proposing training in an area that they have not had previous experience in should document how they can be assured that the project will be successful. Such documentation could include:
  - past experience in a related training type; or
  - description of how established collaborations will ensure best outcomes.
  
- **Retention of graduates in the area of training.** Applicants should demonstrate retention of workers as a result of past training efforts. Such documentation could include:
  - the number of school based graduates that were hired by facilities or collaborative partners;
  - the number of workers trained that are still employed in their field; and
  - statistics from employee satisfaction surveys that could be utilized as retention documentation for non-upgrading training programs.
  
- **Responsive administration of program and ability to meet contract requirements.** Applicants should demonstrate their ability to implement the program within a three month period of time from the date of contract execution. Implementation may include time for planning activities such as curriculum development, participant selection, or structuring the training to reflect the academic calendar. Adequate documentation should include a commitment by the corporate structure and a proposed administrative structure that is adequate for the scope of the program, including a brief description of staff responsible for the administration of the program and for complying with contractual requirements.

**3) Statement of established collaborations/partnerships between applicant and other organizations necessary to implement the project and letters of support.** (2 pages per region) The applicant should demonstrate, in no more than 2 pages per region, collaboration between organizations needed to adequately provide a training program in the region(s) of the project(s). This could include existing collaborations or those established for the purposes of this solicitation.

In addition to a narrative description of the collaboration, the applicant should provide letters of participation from each participating organization including the role of the organization. Applicants, who have successfully participated in the program in the past, may submit letters of participation from trade associations in lieu of letters from individual health care facilities and need only letters of participation from educational vendors who have not participated in the past. Letters should be included as follows:

- Healthcare Facility Applicants: should submit letters of participation from all participating training organizations which include a description of how the training will be implemented;
- Educational Institution Applicants: should submit letters of participation from all participating healthcare facilities including the types of positions participating in the training and the reasons for choosing those positions; and
- Third Party Applicants (e.g., unions, trade associations): should submit letters of participation from all participating healthcare facilities and training organizations including all information referenced above with the exception as described above.

All anticipated participating organizations should be listed on the project cover sheet, and should include the region in which the organization is located.

Applicants should also describe any plans by themselves or their partners to leverage resources to make projects more cost effective. Include a description of the resources to be provided; do not include costs

in the technical proposal. Preference will be given to projects that provide support such as release time for participants or supplementation of tuition or other costs.

Preference will be given to projects that, in addition to addressing the above areas, also provide letters of labor union concurrence from the relevant bargaining agent(s). Applicants submitting projects that propose to train non-union health care workers should indicate in the project narrative that the proposed participants are not union members.

**4) Training Strategy.** (2 pages per region) Applicants should describe, in no more than 2 pages per region, the strategy of the training project in assuring employment for participants. Include a description of:

- The process to select training participants, including a description of any start-up activities such as curriculum development, and effectiveness of assessment tool (if applicable);
- The proposed curriculum, and its appropriateness in providing participants with the skills that meet the employers need;
- The length of training and its appropriateness to the curriculum, target skills and anticipated job placement; and
- Plans to monitor the progress of training participants while in training, including any mentoring, tutoring or counseling services to be provided.

**5) Measurable Outcomes (2 pages per region) and Work Plan (Attachment 3: 1 per year per region)** Applicants should provide specific measurable outcomes that will be used to assess the effectiveness of the project. The measurable outcomes should at a minimum indicate:

- Upgrading or skill enhancement training: the number of participants who will enter training, complete training and be hired or retained after successfully completing training;
- Expansion of Educational Capacity: the numbers of current slots, the number of qualified candidates turned away, the number of slots to be created by the expansion and the number of participants to enter/complete training as a result of the expansion.

The applicant should also include a comprehensive Work Plan for each year and region of the proposed project (Attachment 3) with activities that are achievable within specified timeframes. The Work Plan should include, at minimum, the start and end date of project activities, the start and end date of training, the schedule of reporting and vouchering to NYS, and dates of expected placements in new or redesigned jobs.

## **Project Budget**

**Financial Evaluation.** A financial evaluation team will evaluate each proposed project for each region in which funding is requested. The evaluation will be totally independent of the technical proposal evaluation; the financial evaluator will not participate in the review of the technical proposal. For this reason the financial proposal must be submitted in a separate sealed envelope. Failure to do so may result in disqualification of the application.

In evaluating each project, the financial evaluator will assess the documentation provided by the applicant to determine all required documents are submitted. For those projects meeting the requirements of the financial proposal, the evaluator will review the cost for each complete regional project budget using the formula below.

A separate financial evaluation score will be computed for each of the training types listed in Table 2 on page 26. The financial proposal evaluation scores will be calculated in each region and training type based on the cost per participant over the life of the request.

Financial Evaluation Score = (a/b)\*20 where:

a = Lowest project per participant cost within the region and training type; and

b = Cost per participant within region and training type for the project being scored

A complete project budget consists of:

- Budget Cover Page;
- Line-Item Budget Request;
- Non-Personnel Services Budget Justification; and
- Budget Narrative.

**A complete budget must be submitted for EACH year of the proposed project (maximum two years) and for EACH region in which the project will take place.** For example, if a proposed project were to take place over two years in eight regions, the application must include 16 budget plans.

Attachments 4 - Budget Cover Page; 5 - Line-item Budget Request; and 6 - Non-Personnel Services Budget Justification are to be used in completing the budget.

Only those costs to be charged to the Health Workforce Retraining Initiative are to be included in the line-item budget, budget narrative and/or budget justification forms.

Ineligible costs include:

- ✓ Instruction and tuition requested for the same participants
- ✓ Lost Staff Time or Wage Subsidies that exceed the number of hours in training
- ✓ Fringe benefits for Lost Staff Time or Wage Subsidies
- ✓ Dependent Care request while participant is in training during normal work hours
- ✓ Professional licensure fees

In addition, applicants should prepare a Budget Narrative, not to exceed 5 pages, that describes how the funds requested for each line item were determined for all personnel and some non-personnel lines. For all NPS items with the exception of Contractual, the Budget Justification form is to be completed in lieu of a budget narrative. Note: For all Personnel Services, do **not** list individual positions on the Line-Item Budget form. All positions are to be listed in the **budget narrative** under the appropriate subcategory. The following instructions detail which line items should be included in the **Budget Narrative**.

In the Budget Narrative, provide a description of the activities, annual salary, the amount of time each position will be dedicated to the project and the amount of grant funds requested. For example, “the project director, at an annual salary of \$80,000, spends 10% time overseeing the staff responsible for coordinating with hospitals and training organizations to develop training and implement the RN training project, for a one year request of \$8,000”.

## **Project Implementation**

### ***Personnel:***

**Project Director:** Include those titles directly responsible for the implementation and coordination of the project such project director, project coordinator, etc. Provide a brief description of the job responsibilities of each title *as they relate to the implementation of the HWRI grant*. Specific responsibilities may include directing project staff, distributing work, directing public relations, overseeing/negotiating subcontracts and monitoring/assessing project performance. Personnel

whose duties are split between Implementation and Training activities should show the %FTE in the appropriate lines of the Implementation and Training categories.

**Support Staff:** Include titles of support staff to the Project Director such as administrative assistant, secretary, clerk, etc. Describe the job responsibilities related to the implementation of the training project.

**Coordinators:** Include titles that are responsible for the day-to-day coordination of the project. For example, a staff member whose main responsibility is to coordinate and attend meetings between hospitals, training organizations and potential project participants would be included in this category. Describe the job responsibilities related to the implementation of the training project.

**Grant/Fiscal/MIS:** Include titles that are responsible for contract reporting and monitoring. Describe the job responsibilities as they relate to the reporting and monitoring of the HWRI grant contract.

**Fringe Benefits:** Provide the percentage used to calculate fringe benefits. An average can be used if there are varying percentages, but any variance should be explained in the budget narrative.

The Implementation Personnel category does not include those personnel whose responsibilities do not directly impact the implementation of the training project, for instance, fiscal officers, grant reporting staff, etc. Such responsibilities should be included in the Implementation Non-Personnel category below.

#### ***NON-PERSONNEL:***

Includes costs such as payroll processing, utilities, supplies/equipment not related to training and space rental. Also included in this line item are charges levied on an organization by the contracting agency, e.g., research foundations. In the budget narrative, include the type of cost and how it was derived.

#### **Training Services**

***Personnel:*** Include all training personnel costs required by the project. Costs identified under Personnel are only for staff *directly employed* by the applicant. Costs for staff who are not employees of the grantee should be included in Contractual under Training Non-Personnel. **All personnel lines included in the budget request should be included in the Budget Narrative.** Personnel whose duties are split between Implementation and Training activities should show the %FTE in the appropriate lines of the Implementation and Training categories. **The personnel subcategories are as follows:**

**Instruction:** Include staff members employed by the grantee who perform direct training for the project. Provide the titles of the instructors and briefly describe their responsibilities including the training they will provide e.g., remediation, prep courses, LPN training, etc.

**Assessment:** Include staff members employed by the grantee who conduct initial assessments of potential participants to determine placement in the grant supported training project.

**Curriculum Development:** Include staff members employed by the grantee who provide curriculum development services. Provide the titles of the staff and their responsibilities.

**Counseling:** Include staff members employed by the grantee who provide project participants with counseling, mentoring and/or tutoring services. Provide the titles of the staff and their responsibilities.

**Fringe Benefits:** Provide the percentage used to calculate fringe benefits. An average can be used if there are varying percentages, but any variance should be explained in the budget narrative.

**Non-Personnel:** Includes all non-personnel services, including contractual services for personnel not employed by the applicant. Only include those numbers and totals to be charged to the HWRI grant.

**Testing:** Using the NPS Budget Justification form, provide the number of potential participants to receive assessment tests, licensure tests, etc., and the cost per test.

**Tuition/Fees:** Using the NPS Budget Justification form provide the number of participants and the average tuition and fees to be charged to the grant.

**Training Supplies/Equipment:** In the Budget Narrative, provide a list of items to be purchased for use by participants in the training programs. Allowable items include books, uniforms, lab materials, testing fees, etc. Computers and other large items will be considered as they are deemed appropriate for a training course, but require a description of need in the budget narrative. Using the NPS Budget Justification form provides the number of participants for whom supplies will be purchased and the average cost per participant.

**Dependent Care:** Using the NPS Budget Justification form provide the dependent care costs including number of participants, weekly cost of care, and the number of weeks covered by the grant.

**Transportation:** Using the NPS Budget Justification form provide the number of participants, costs per trip and total number of trips.

**Training Space Rental:** In the Budget Narrative, provide a brief description of the need for training rental space. Using the NPS Budget Justification form, provide the number of months of the rental and the total cost to be charged to the grant.

**Contractual:** In the Budget Narrative, provide a description of agreements to be entered into with outside agencies not included in any other category, including instructors not directly employed by the applicant. Provide the name of the proposed subcontractor(s) and the responsibilities to be supported with this grant, e.g., instruction personnel, assessment personnel, etc. On the NPS Budget Justification form provide the total contractual services costs to be charged to the grant.

### **Lost Staff Time/Subsidy**

**Lost Staff Time:** The NPS Budget Justification form provides the number of participants, the average weekly salary and the number of weeks of replacement to be covered by the grant. The number of weeks allowed in this category cannot exceed the total length of training, and fringe benefits cannot be included.

**Subsidy to Offset the Loss of Unemployment Benefits:** This category can only be claimed for those laid off individuals that have exhausted, or will exhaust during the training period, their unemployment insurance benefits. Using the NPS Budget Justification form provides the number of participants, the average weekly subsidy, and the number of weeks to be covered. The number of weeks allowed in this category cannot exceed the total length of training, and fringe benefits cannot be included.

**Subsidy to Offset Wage Reduction:** This category is to be used for longer term training projects where the employing agency has reduced the participant's actual work status. For example, a full

time employee enters into a 2 year RN program and is in class 3 days per week and the employer reduces the participant's work status to part time (40%). The grant can be used to cover up to the additional 60% of their salary. The number of weeks allowed in this category cannot exceed the total length of training, and fringe benefits cannot be included. Using the NPS Budget Justification form provides the number of participants, average weekly salary and number of weeks to be covered.

## Application Format

The following lists all components and documentation required for a complete application. All applications should be double spaced and conform to the format prescribed below.

<u>Application Component</u>			<u>Maximum Score</u>	<u>Format</u>
<b>Application Cover Sheet (original/signed)</b>			pass/fail	Attachment 1
<b>Project Cover Sheet</b>			pass/fail	Attachment 2
<b>Need for Training</b>			<b>10</b>	Applicant Prepared
▪	Preference	Training workers laid-off or likely to experience job loss	3	
▪	Preference	Training in shortage occupations	3	
▪	-	Training for emerging technologies	-	
▪	Preference	Training to meet new job certification/licensing requirements	2	
▪	Preference	Expansion of educational capacity	2	
▪	Preference	Increase diversity for the healthcare workforce	2	
▪	Preference	Assist safety net facilities	10	
<b>Need for Training Total Score</b>			<b>32</b>	
<b>Capability and Commitment of Applicant</b>			<b>10</b>	Applicant Prepared
▪	-	Measurable prior training success in area of training		
▪	-	Measurable outcomes in other training areas		
▪	-	Retention of graduates in training area		
▪	-	Responsive administration of program/ability to meet contract requirements		
<b>Collaborations/Partnerships</b>			10	Applicant Prepared
Health Facility Applicants:				
▪	-	Letters of Participation from training organizations		
▪	-	Description of training prepared by training orgs.		
Educational Institution Applicants				
▪	-	Letters of Participation from healthcare facilities or trade associations		
Third Party Applicants (e.g., unions, trade associations)				
▪	-	Letters of Participation from healthcare facilities or trade associations		
▪	-	Letters of Participation from training organizations if new to HWRI		
▪	-	Description of training prepared by training orgs.		
▪	Preference	Letters of labor union concurrence	6	
▪	Preference	Plans to leverage other resources to make project cost-effective	2	
<b>Collaborations/Partnerships Total Score</b>			<b>18</b>	
<b>Training Strategy</b>			<b>10</b>	Applicant Prepared
▪	-	Selection process		
▪	-	Description of curriculum		
▪	-	Length of training		
▪	-	Plans to monitor training progress		
<b>Project Measurable Outcomes</b>			<b>10</b>	Applicant Prepared
<b>Project Work Plan</b>				Attachment 3
<b>Project Budget (separate SEALED submission)</b>				
▪	-	Budget Cover Sheet	pass/fail	Attachment 4
▪	-	Project Line Item Budget	<b>20</b>	Attachment 5
▪	-	Project NPS Budget Justification		Attachment 6
▪	-	Project Budget Narrative		Applicant Prepared

## Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Division of Planning, Policy and Resource Development.

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

Each project will be reviewed and scored competitively within each region in which funding is requested. See Table 1 on page 2 for a listing of regional funding levels and counties included in each region. For instance, a project requesting funding in three regions will submit a complete project package in each region, which will be reviewed in each region, competing with other projects within those regions. Separate committees will review the Technical and Budget Proposals.

Applicants most likely to be selected for funding will be those that best address the following technical criteria, for up to 80 points:

- Need for Training
- Capability and Commitment of Applicant
- Establishment of Collaborations/Partnerships and Letters of Support
- Training Strategy
- Measurable Outcomes and Work Plan

Applicants most likely to be selected for funding will be those that present a budget that, within a training type, has the lowest cost, for up to 20 points.

Following the award of grants from this RFA, unsuccessful applicants may request a debriefing from the NYS DOH *Division of Health Facility Planning* no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: [www.osc.state.ny.us](http://www.osc.state.ny.us). In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

### Financial Evaluation

A financial evaluation team will evaluate each proposed project for each region in which funding is requested. The evaluation will be independent of the technical proposal evaluation; the financial evaluator will not participate in the review of the technical proposal.

The financial evaluator will assess the documentation provided by the applicant to determine whether all required documents have been submitted. The financial evaluator will assign projects meeting the minimum requirements of the financial proposal to a training type shown in Table 2, page 25. So, all projects training new RNs in Region 1 will be evaluated in relation to all other new RN training projects in that region, and so on. The evaluator will score the cost for each project budget using the formula below.

Financial Evaluation Score =  $(a/b)*20$  where:

a = Lowest project cost per participant for the specific region and training type; and

b = Cost per participant over the life of the project for the project being scored

The evaluator will identify the lowest cost per participant for the region and training type and assign projects with the lowest cost per participant the full 20 financial points.

**Table 2 – Training Types for Financial Evaluation**

<b>Number</b>	<b>Type of Training (Skills to be Trained In)</b>
1a	Nurse specialty, skill enhancement of short duration
1b	Nurse specialty, skill enhancement of longer duration
2	New C.N.A.
3	New LPN
4	New RN
5	New mid-level practitioners (NP, PA, MW)
6	Nurse leadership
7a	Computer skills of short duration
7b	Computer skills of longer duration
8	Medical records, billing, coding, financial
9	Clerical, secretarial, ward clerk, unit secretary other office
10	Clinical/support: technicians
11	Clinical/support: technologists
12	Clinical/support: e.g., PCA, medical assistant, phlebotomist
13	Clinical/support: e.g., support assoc., food service, housekeeper, transport aide
14	Clinical/support: e.g. therapists – occupational, physical, respiratory, speech
15	Foreign language; medical interpretation; ESL
16	Home health: home health aide; personal care aide; home attendant
17	Long term care resident assistant
18	Mental health: direct care generalist
19	Substance abuse: CASAC, counselor
20	Social services: e.g., case worker, psycho-social technician, community health worker, CSW, outreach advocacy
21	Dental hygienist/assistant
22	Emergency: infectious/hazardous materials response, disaster readiness
23	Emergency: EMT, paramedic
24	Expansion of educational capacity
25	Non-health care

Technical and financial scores will be summed for each reviewer for each project in each region, and an average total score will be calculated. Projects scoring 70 or above (passing score) will receive an award up to the amount requested for eligible costs.

**Determination of Award Amount**

Prior to computation of the award calculation, ineligible costs as detailed below will be removed from the project request:

- ✓ Instruction and tuition requested for the same participants without justification
- ✓ Lost Staff Time or Wage Subsidies that exceed the number of hours in training
- ✓ Fringe benefits for Lost Staff Time or Wage Subsidies
- ✓ Dependent Care and Lost Staff Time for the same participants
- ✓ Professional licensure fees

- In regions where the eligible costs for projects with passing scores are equal to the amount available, awards will be made in the amount of eligible costs;
- In regions where the aggregate eligible costs for projects with passing scores exceed the regional amount available shown in Table 1 on page 2, awards will be calculated in a multi step process as follows. The calculation will begin with the initial award amounts for each region listed below.

Region	Initial Award Amount
Western	\$70,000
Rochester	\$90,000
Central	\$70,000
Utica/Watertown	\$15,000
Northeast	\$70,000
Northern Metropolitan	\$85,000
New York City	\$500,000
Long Island	\$175,000

Projects with eligible costs up to the initial award amount will be awarded the smaller of their eligible costs or the initial award amount. Projects with eligible costs above the initial award amount will be awarded the initial amount plus an additional percentage of any remaining funds (determined by the amount of funds remaining divided by the amount of eligible project costs remaining) until all regional funds have been awarded. If, after applying the initial award amount to projects with passing scores, the aggregate award amount still exceeds the amount available, the initial award amount will be reduced in \$10,000 decrements until all projects are funded and the amount available is not exceeded.

- In regions where the aggregate eligible costs for projects with passing scores are less than the amount available, the passing score will be reduced from 70 to 65 to reach additional acceptable projects. If the eligible costs are still less than the amount available, the passing score will then be reduced to 60 to reach additional acceptable projects. If funding is still available after the passing score is reduced to 60, the remaining funds will be redistributed to the region or regions that are most underfunded, i.e., have received the lowest percentage of their eligible costs.

If additional funding becomes available for this initiative, additional monies will be awarded in the same manner as outlined in the award process described above.

## **VI. Attachments**

- 1) Application Cover Sheet
- 2) Project Cover Sheet
- 3) Project Work Plan
- 4) Project Budget Cover Sheet
- 5) Project Line-Item Budget
- 6) Project NPS Budget Justification
- 7) Standard Grant Contract with Appendices (see Contract Appendices)
- 8) Vendor Responsibility Questionnaire
- 9) Application Checklist
- 10) Letter of Interest
- 11) Proposed Definition of Safety Net Facility

Application # \_\_\_\_\_

**HEALTH WORKFORCE RETRAINING INITIATIVE**  
**Attachment 1**  
**APPLICATION COVER SHEET**

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

**Applicant Address:** \_\_\_\_\_

**Applicant FEIN:** \_\_\_\_\_

**Applicant Charities Registration Number:** \_ \_ - \_ \_ - \_ \_ **or Exemption Reason:** \_\_\_\_\_

**Applicant is (check one):** Not-for-profit \_\_\_\_\_ For-profit \_\_\_\_\_ **Applicant Contact Information:**

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

**Applicant Organization Type (Check One):**

- |  |  |
|--|--|
| _____ Hospital                                 | _____ Long-term care facility              |
| _____ Labor-management committee               | _____ Health worker union                  |
| _____ Health care facilities trade association | _____ Joint labor-management training fund |
| _____ Educational institution                  |  |
| _____ Other health facility (specify) _____    |  |

**Application Information:**

Proposed Start Date: \_\_\_\_/\_\_\_\_ (mm/yy)      Proposed End Date: \_\_\_\_/\_\_\_\_ (mm/yy)

	<b>Total</b>	<b>Year 1</b>	<b>Year 2</b>
Number of Projects Submitted:	_____	_____	_____
Total Number of Participants:	_____	_____	_____

**Projects Submitted for Indicated Regions (Check All That Apply):**

- Western \_\_\_\_\_ Rochester \_\_\_\_\_ Central \_\_\_\_\_ Utica/Watertown \_\_\_\_\_  
Northeastern \_\_\_\_\_ Northern Metropolitan \_\_\_\_\_ New York City \_\_\_\_\_ Long Island \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



**HEALTH WORKFORCE RETRAINING INITIATIVE**  
**Attachment 3**  
**PROJECT WORK PLAN**

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

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

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

Full Project Period (Up to 2 years): From: \_\_\_\_/\_\_\_\_ (mm/yy) To: \_\_\_\_/\_\_\_\_ (mm/yy)

Check One: Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ (Complete a work plan for each year of the proposed project period)

Length of Training (average period in which any one participant should complete training):  
 \_\_\_\_\_

Key Activities	Quarter Start	Quarter End	Measurable Outcome

Should include measurable outcomes, including, but not limited to:

- Start and end date of all project activities
- Start and end date of all training activities or sequences
- Number to be selected for and enter training
- Number to complete training
- Number to be placed in new or redesigned positions
- Number to be retained in existing positions
- Number of laid off workers to be hired or re-deployed (if appropriate)
- Dates of reporting to New York State

Project # \_\_\_\_\_

**HEALTH WORKFORCE RETRAINING INITIATIVE**  
**Attachment 4**  
**PROJECT BUDGET COVER SHEET**

**Section 1 – Total Budget Information:**

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

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

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

A) Regional Amount Requested Year 1:     \$ \_\_\_\_\_

B) Regional Amount Requested Year 2:     \$ \_\_\_\_\_

Total HWRI Funding Request All Years for Region (A+B):     \$ \_\_\_\_\_

Total Number of Participants to Enter Training in Region:     \_\_\_\_\_

Length of Training           (average period for one participant  
to complete all training sequences:     \_\_\_\_\_

**Section 2 – Yearly Budget Information:**

Full Budget Period: From: \_\_\_\_/\_\_\_\_ (mm/yy)           To: \_\_\_\_/\_\_\_\_ (mm/yy)

Year (Check One):     \_\_\_\_ Year 1           \_\_\_\_ Year 2

Attach one budget for EACH proposed year of the project.

<b>BUDGET CATEGORY</b>	<b>AMOUNT REQUESTED FROM HWRI</b>
Project Implementation	\$
Training Services	\$
Lost Staff Time/Subsidy	\$
<b>Grand Total</b>	\$

Training type code for financial review (DOH Use Only): \_\_\_\_\_

**HEALTH WORKFORCE RETRAINING INITIATIVE**  
**Attachment 5**  
**PROJECT LINE ITEM BUDGET REQUEST**

**Applicant Name:** \_\_\_\_\_  
**Project Name:** \_\_\_\_\_  
**Region Name:** \_\_\_\_\_  
**Year (Check One):** \_\_\_\_\_ Year 1      \_\_\_\_\_ Year 2

	# of FTEs to be Supported by HWRI	Amount Requested from HWRI
<b><i>Project Implementation:</i></b>		
<b>Personnel Services</b>		
Project Director	_____	\$ _____
Support Staff	_____	\$ _____
Coordinators	_____	\$ _____
Grant/Fiscal/MIS	_____	\$ _____
Fringe _____%		\$ _____
Subtotal:		\$ _____

<b>Non-Personnel Services</b>		
Subtotal:		\$ _____

<b><i>Training Services:</i></b>		
<b>Personnel Services</b>		
Assessment	_____	\$ _____
Instruction	_____	\$ _____
Curriculum Development	_____	\$ _____
Counseling	_____	\$ _____
Fringe _____%		\$ _____
Subtotal:		

<b>Non-Personnel Services</b>		
Testing		\$ _____
Tuition/Fees		\$ _____
Training Supplies/Equipment		\$ _____
Dependent Care		\$ _____
Transportation		\$ _____
Training Space Rental		\$ _____
Contractual		\$ _____
Subtotal:		\$ _____

<b><i>Lost Staff Time/Subsidy:</i></b>		
<b>Non-Personnel Services</b>		
Lost Staff Time		\$ _____
Subsidy to Offset Wage Reduction		\$ _____
Subsidy to Offset UIB		\$ _____
Subtotal:		\$ _____

<b>GRAND TOTAL REQUEST</b>		<b>\$ _____</b>
----------------------------	--	-----------------

**HEALTH WORKFORCE RETRAINING INITIATIVE**  
**Attachment 6**  
**PROJECT NON-PERSONNEL SERVICES BUDGET JUSTIFICATION**

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

**Project Name:** \_\_\_\_\_

**Region Name:** \_\_\_\_\_

**Year (Check One):** \_\_\_\_\_ Year 1      \_\_\_\_\_ Year 2

<b><i>Project Implementation</i></b>	Provide detailed description of costs and derivation in budget narrative				Total HWRI Request \$ _____
<b><i>Testing</i></b>	Number to be Administered _____		Cost Per Test \$ _____		Total HWRI Request \$ _____
<b><i>Tuition/Fees</i></b>	Number of Participants _____		Average Cost Per Participant \$ _____		Total HWRI Request \$ _____
<b><i>Training Supplies/Equipment</i></b>	Number of Participants _____		Average Cost Per Participant \$ _____		Total HWRI Request \$ _____
<b><i>Dependent Care</i></b>	Number of Participants _____		Weekly Cost of Care \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____
<b><i>Transportation</i></b>	Number of Participants _____		Cost Per Trip \$ _____	Total Number of Trips _____	Total HWRI Request \$ _____
<b><i>Training Space Rental</i></b>	Rental Period (number of months) _____				Total HWRI Request \$ _____
<b><i>Contractual</i></b>	Provide detailed description of costs and derivation in budget narrative				Total HWRI Request \$ _____
<b><i>Lost Staff Time</i></b>	Number of Participants _____		Average Weekly Salary \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____
<b><i>Subsidy to Offset Wage Reduction</i></b>	Number of Participants _____		Average Weekly Salary \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____
<b><i>Subsidy to Offset Unemployment Insurance Benefits</i></b>	Number of Participants _____		Average Weekly Salary \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____

**Attachment 7  
GRANT CONTRACT (MULTI YEAR)**

STATE AGENCY (Name and Address): <b>Department of Health Office of Health Systems Management Division of Health Facility Planning Corning Tower, Room 1084 Empire State Plaza Albany, NY 12237</b>	. NYS COMPTROLLER'S NUMBER:  _____
CONTRACTOR (Name and Address):  _____	. ORIGINATING AGENCY CODE: <b>12000</b> . TYPE OF PROGRAM(S) . <b>Health Workforce Retraining Initiative</b>
FEDERAL TAX IDENTIFICATION NUMBER:  _____	. INITIAL CONTRACT PERIOD . FROM: . TO:
MUNICIPALITY NO. (if applicable):  _____	. FUNDING AMOUNT FOR INITIAL PERIOD: . _____ . MULTI-YEAR TERM (if applicable): . FROM: . TO:
CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or ( ) EXEMPT: (If EXEMPT, indicate basis for exemption):  _____	. _____
CONTRACTOR HAS( ) HAS NOT( ) TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.  _____	. _____
CONTRACTOR IS( ) IS NOT( ) A SECTARIAN ENTITY CONTRACTOR IS( ) IS NOT( ) A NOT-FOR-PROFIT ORGANIZATION	. _____

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

_____ APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____ APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____ APPENDIX B	Budget
_____ APPENDIX C	Payment and Reporting Schedule
_____ APPENDIX D	Program Work Plan
_____ APPENDIX G	Notices
_____ APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

**OTHER APPENDICES**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
Contract No. \_\_\_\_\_

STATE AGENCY

By: \_\_\_\_\_  
(Print 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: \_\_\_\_\_

## STATE OF NEW YORK

### AGREEMENT

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

#### WITNESSETH:

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

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

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

#### I. Conditions of Agreement

- A. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as "Funding Amount for Initial Period" on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of

the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

### III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

### IV. Indemnification

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

### V. Property

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

### VI. Safeguards for Services and Confidentiality

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

## TABLE OF CONTENTS

	<u>Page</u>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	3
8. International Boycott Prohibition	3
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5
19. MacBride Fair Employment Principles	5
20. Omnibus Procurement Act of 1992	5
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	6
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	6

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

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

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, 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 Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> 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 t his 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. C ontact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

**24. PROCUREMENT LOBBYING.**

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

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

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

**3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.**

**a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:**

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

**b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a**

material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) ***The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 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 proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
- ◆ Appendix C - Section II, Progress and Final Reports;
- ◆ Appendix D - Program Work plan will require OSC approval.

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

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

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

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

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

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

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

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

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

**APPENDIX A-2  
Program Specific Clauses**

**HEALTH WORKFORCE RETRAINING INITIATIVE  
PROGRAM SUPPORTING DOCUMENTATION**

Contractors must maintain supporting documentation on participants and project activities. This documentation must be available to the grant management team and Contractor Assistance Program staff for review during programmatic and fiscal site visits. **Note: while budgets may have been constructed using average costs, all reported expenses and supporting documentation must reflect actual costs.** Contractors must maintain contract-specific books of account, supporting financial documentation and program files that include, where applicable, the following:

<b><i>Eligibility for Training</i></b>
Name of health care employer
Documentation that participant is at-risk for layoff, laid off, or in need of new skills
Participant job title prior to training
<b><i>Testing and Assessment</i></b>
Assessment and testing results
Receipts for all costs incurred for testing and assessment
<b><i>Training/Instruction/Tuition</i></b>
Tuition bills and records of payment
Educational institution catalogs which support tuition charges, or appropriate documentation detailing how tuition charges were calculated
Verification that tuition charged to the contract has been reduced by TAP, PELL and other grants received by the participants
Receipts of payment to instructors
Time records detailing any wages incurred by instructors outside of class time
Copies of contracts for any instructors hired as consultants
Participant evaluation material (e.g., grading sheets, evaluations, college transcripts) indicating participant progress during training
Applications and testing results for professional licensing and certification
Time records of attendance at training
Dates, times, lengths and locations of training
Educational institution policy for tuition reimbursement for individuals who withdraw prior to completing the course work in a given semester

<b><i>Lost Staff Time</i></b>
Payroll or other records indicating the hourly rate or salary and work assignment for both participants attending training and replacement workers
A work schedule showing what hours the participant was scheduled to be at work, and attendance records from the trainer verifying that the participant was in training during work hours
A supplemental work schedule showing that another employee was brought in to replace the participant during training OR a supplemental work schedule showing that the participant worked overtime in their own position beyond normal work hours due to an inability to find replacement staff
Work schedule showing that the replacement worker is not normally working during the time the participant is in training. NOTE: The expense is allowed only if an employer is required to bring in an employee not required to be at work during the training hours, creating an <u>additional</u> expense to the employer
Documentation verifying that the expense reported to the contract was based on the wage rate of the participant or replacement worker, whichever represents the actual additional cost to the employer
Summary containing the replacement costs incurred for each participant including the name of the replacement worker for each day of training, the hours worked and the cost of the replacement worker
CFO statement or other verification that the replacement staff was necessary to replace staff in training and that the costs represent an additional employer expense
<b><i>Wage Subsidies</i></b>
Documentation to verify the number of hours participants worker prior to training
Work schedule showing what hours the participant was scheduled to be at work, and attendance records from the trainer verifying that the participant was in training during work hours
Documentation that the number of hours worked added to the number of hours in training do not exceed the normal number of hours worked prior to the start of training
Payroll or other records indicating the hourly rate or salary for participants attending training
Documentation that checks for wage subsidies were issued to the participants for the time in training
<b><i>Unemployment Insurance (UI) Verification</i></b>
Letter of notification of the beginning and end dates of UI eligibility and amount of participant's weekly benefit
<b><i>Support Services</i></b>
Receipts for payment to participant for transportation and/or dependent care when training does not occur during participant's normal work hours
Invoices, mileage records and other appropriate documentation detailing incurred costs

Documentation that training does not occur during participant's normal work hours
<b><i>Other Educational Expenses</i></b>
Receipts of payment to participant for books, uniforms, stipends and other educational expenses.
Receipts of payment for materials purchased by contractor (e.g., teaching manuals)
<b><i>Other Records</i></b>
Invoices for placement expenses or time records for placement staff
Invoices, policies and other documentation to support any expenses reimbursed that are not covered in other categories
Documentation of date that participant was hired in new job
Correspondence from participants who have identified problems, issues, or concerns related to their participation in the project
<b><i>Program Implementation/Indirect Personnel</i></b>
Payroll time records for personnel directly employed by the contractor and allocation method for any indirect costs allocated to the contract. Payroll time records must delineate time spent on HWRI activities.
<b><i>Indirect Non-Personnel</i></b>
Allocation method for any indirect NPS costs allocated to the contract, e.g., overhead, research foundation charges.
<b><i>Equipment</i></b>
Receipts for any equipment purchased (all equipment must also be tagged)
Documentation that a request was made to the Department of Health for use of equipment after the end of the contract for continued training purposes, or return of equipment to the Department of Health upon contract termination.
<b><i>Contractual</i></b>
Description of general procurement procedures and documentation on the procurement of subcontractors under this grant
Copies of subcontracts
<b><i>Fringe Benefits</i></b>
For any personnel category in which fringe benefit costs are being reported, documentation is needed to support the rates being charged and documentation must be provided to substantiate that required payroll taxes have been paid
<b><i>Cost Allocation</i></b>
For costs allocated to the contract, a cost allocation plan must be maintained illustrating that the allocated costs are commensurate with the benefits received by the contract

**APPENDIX B**

**BUDGET**

**CONTRACTOR NAME**

**FEIN:**

**Contract Term:**

**Initial Budget Period:**

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 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 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 work plan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 60\_\_\_\_ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE *quarterly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Room 1084, Corning Tower, ESP, Albany, NY 12237

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual

expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

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

## II. Progress and Final Reports

### A. Statistical/Quantitative Report

«Grantee» will submit, on a quarterly basis, not later than **30** days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, in a form specified by the Departments of Health and Labor, outlining the status of participants, including, but not limited to, training progress and employment status.

### B. Expenditure Report

«Grantee» will submit, on a quarterly basis, not later than **30** days after the end date for which reimbursement is being claimed, in a form specified by the Departments of Health and Labor, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

### C. Final Report

«Grantee» will submit a final report, in a form specified by the Departments of Health and Labor, 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 work plan.

### D. Additional Documentation

«Grantee» shall maintain such documents, records and accounts as required by the Departments of Health and Labor to assure a proper accounting of project activities and funds specified in this AGREEMENT. Methods used to determine and assign costs shall conform to generally accepted accounting practices, shall be consistent with method(s) used by «Grantee» to determine costs for other operations or programs which «Grantee» may conduct, and shall be subject to the approval of the Comptroller of the State of New York.

E. Availability of Documentation

«Grantee» shall retain and make available to representatives of the New York State Departments of Health, Labor, and the New York State Comptroller, as appropriate, any and all additional documentation, as specified in Section E above, for inspection, audit, transcription or reproduction at any time during the CONTRACT PERIOD and any project evaluation periods which occur after the end of the CONTRACT PERIOD.

**APPENDIX D**

**WORK PLAN**

**CONTRACTOR NAME**

**FEIN:**

**Contract Term:**

**Initial Budget Period:**

**Agency Code 12000**  
**APPENDIX X**

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

Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
(All years thus far combined) (Initial start date) (Amendment end date)



## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements, 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 9 Application Checklist

Item	Number Included	Description
Application Cover Sheet	1	
Project Cover Sheet(s)	_____	One per project
Project Narrative	_____	One per project
Letters of Participation	_____	
		Healthcare Facility Applicants: Include letters from all training organizations including descriptions of the training.
		Educational Organization Applicants: Include letters from all participating healthcare facilities.
		Third Party Applicants: Include letters from all participating training or organizations including descriptions of the training, and letters from all participating healthcare facilities.
Letters of Union Concurrence	_____	One per union per application
Project Work Plan	_____	One per project per region
Project Budget Cover Sheet	_____	One per project per year per region
Project Line-Item Budget	_____	One per project per year per region
Project NPS Budget Justification	_____	One per project per year per region
Project Budget Narrative	_____	One per project per year per region

**Attachment 10**  
**Letter of Interest**  
*Or*  
**Letter to Receive Notification of RFA Updates and Modifications**

DOH Contact  
DOH Address

Re: RFA #  
RFA Title: Health Workforce Retraining Initiative

Dear \_\_\_\_\_:

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

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

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

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

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

Sincerely,

**HEALTH WORKFORCE RETRAINING INITIATIVE**  
**Attachment 11**

**Proposed Definition of Safety Net Facility**

Eligible facilities must:

1. have a loss of operations for each of the three consecutive preceding years as evidenced by audited financial statements; and
2. have a negative fund balance or negative equity position in each of the three consecutive preceding years as evidenced by audited financial statements; and
3. have a current ratio of less than 1:1 for each of the three consecutive preceding years; or
4. be deemed to the satisfaction of the commissioner to be a provider that fulfills an unmet health care need for the community as determined by the Department of Health through consideration of: the volume of Medicaid and medically indigent patients served; the service volume and mix, including but not limited to maternity, pediatrics, trauma, behavioral and neurobehavioral, ventilator, and emergency room volume; and, the significance of the institution in ensuring health care services access as measured by market share within the region.