

# **Request for Applications**

New York State Department of Health  
Center for Community Health  
Division of Family Health  
Bureau of Women's Health

## **Initiative to Increase Awareness of the Availability of Emergency Contraception (EC) in New York State**

**RFA Number #0904090336**

<b>RFA Release Date:</b>	<b>July 22, 2009</b>
<b>Questions Due:</b>	<b>August 12, 2009</b>
<b>Applicant Conference On:</b>	<b>August 19, 2009</b>
<b>Deadline for Registration:</b>	<b>August 5, 2009</b>
<b>RFA Updates Posted:</b>	<b>September 14, 2009</b>
<b>Applications Due:</b>	<b>September 28, 2009</b>
<b>DOH Contact Name &amp; Address:</b>	Cheryl L. Veith Bureau of Women's Health Empire State Plaza, Corning Tower, Room 1805 Albany, New York 12237-0618

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## **I. INTRODUCTION AND BACKGROUND**

The New York State Department of Health is seeking applicants to develop, implement and evaluate projects to increase emergency contraception (EC) awareness and access for women and adolescents at high risk of pregnancy in New York State. This project will be overseen by the Bureau of Women's Health within the Division of Family Health, in the Center for Community Health.

### **A. Background/Intent**

The New York State Department of Health (DOH) has a long history of supporting women and men in their efforts to control the timing and spacing of births. A planned pregnancy and birth is much more likely to result in a healthy pregnancy as well as a healthy mother and baby. To achieve this end, New York State strives on an ongoing basis to ensure that all New Yorkers of reproductive age have access to comprehensive family planning and reproductive health care services. An additional and relatively recent addition to the existing methods of preventing mistimed or unwanted pregnancies is EC, which can be used in instances where either other contraceptive methods have failed, or were not used.

The Pregnancy Risk Assessment Monitoring System (PRAMS) survey has consistently reported that a high percentage of all births are unplanned or mistimed, which indicates significant barriers to minimizing unplanned pregnancies.

In February of 1997, the Food and Drug Administration (FDA) announced that certain combinations of estrogen and progestin were safe and effective for use as post coital emergency contraception. EC prevents pregnancy, but will not terminate or harm an existing pregnancy. Emergency contraceptive pills taken within 72 hours of unprotected intercourse reduce the risk of pregnancy by over eighty five percent, from an eight percent risk after an episode of unprotected intercourse to a one percent risk. The sooner after intercourse the pills are used, the more effective they are. The most effective form, known as Plan B<sup>®</sup>, consists of the hormone levonorgestrel at a higher dose than that is used in standard birth control pills. The FDA approved Plan B<sup>®</sup> for over-the-counter (OTC) sales to women age eighteen and over in August of 2006. Women younger than eighteen years of age still require a prescription. OTC drug products require a fiscal order for Medicaid payment. However, to ensure there was no delay in treatment, a fiscal order is not required to support payment for Plan B<sup>®</sup> when provided to women 18 years of age and older. For women under the age of 18, a prescription will still be required.

Even though EC is now more readily available, women and professionals may still be either unaware of its availability or misunderstand its use. In 2003, a survey was conducted by the American College of Obstetricians and Gynecologists (ACOG) of 800

U.S. women ages eighteen to forty nine. Only six percent reported having ever used EC. ACOG states that many women are unaware of the existence of EC, lack an understanding of its use and safety, and do not know how to access EC. In order to address these issues, the Department is releasing this RFA for outreach and education on EC.

## **B. Description of the Program**

Under this RFA, the Bureau of Women's Health will fund up to two applicants to design, implement and evaluate a statewide initiative (two projects) that will increase awareness among health care professionals, adolescents and women at high risk for pregnancy, of the availability of EC in New York State (NYS). In addition to increasing awareness of the availability of EC, the campaign will promote the need for women to engage in ongoing reproductive health care services and ongoing methods of family planning and stress that EC does not protect from sexually transmitted infections (STIs) such as HIV. It is the intent of the Department that one project will target the downstate region of New York (New York City, Long Island and the Lower Hudson Valley Region), and one will target the upstate region of New York (all areas of the state outside of NYC, Long Island and the Lower Hudson Valley region). Applicants may apply to cover one or both regions and must submit separate applications for each region they are applying for. Submission of separate applications for each region is required. If one application to cover both regions is received, the application will be disqualified.

Up to **\$500,000** in funding is available in total. Up to two awards at up to \$250,000 each are anticipated. The initial contract period for these awards is expected to be January 1, 2010 through December 31, 2010 with the possibility of renewal for an additional year. Subsequent funding is contingent upon satisfactory performance, availability of funding and approval of an annual work plan and budget.

## **C. Problems/Issues to be addressed through this RFA**

The purpose of this RFA is to secure a contractor or contractors who will work with the Department to reduce unintended pregnancies through a public awareness and education campaign to advance the understanding of EC as a safe and effective method of pregnancy prevention. The campaign will be directed to health care providers, women of reproductive age and professionals serving populations at high risk for unintended pregnancy and stress the need for ongoing family planning and reproductive health care services. The Bureau of Women's Health will fund up to two applications.

## **II. Who May Apply**

### **A. Minimum Eligibility Requirements**

Eligible applicants for this RFA include not-for-profit organizations with demonstrated capacity and experience in the field of reproductive health services, and health education and promotion activities.

### **B. Preferred Eligibility Requirements**

Preference will be given to applicants who can demonstrate a strong history of involvement in the provision of reproductive health care, and outreach and education activities, who demonstrate extensive experience in working with health care professionals and communities to strengthen access to services, and who can demonstrate successful experience designing and implementing multi-media campaigns on a large scale (e.g., multi-county or statewide basis) targeting populations that have been historically underserved. Preference will also be given to organizations that demonstrate successful experience in developing and implementing outreach and educational campaigns reaching culturally diverse populations.

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

### **A. Expectations of the Project**

The Department of Health seeks to award up to two contracts through this RFA to qualified organizations to develop, implement and evaluate innovative approaches to:

- Educate reproductive health care professionals as well as the health care community at large about the safety and use of EC;
- Act as a resource for health care providers in design of efforts to educate women and adolescents about the safety and use of EC, and promote access for women and adolescents in need of EC;
- Educate non-health care professionals in how to inform women and adolescents about the availability of EC;
- Identify, develop and pilot test messages and materials to be used to conduct outreach to women and adolescents who are at high risk for unintended pregnancy and inform them of the availability and use of EC, as well as encourage their participation in primary reproductive health care services, including the use of an ongoing method of effective contraception.
- Develop a plan for optimal distribution of outreach messages and materials to target population within New York State.

Applicants may apply to cover one or both regions and must submit a separate application for each region they are applying for. The project plan and work plan should fully describe the proposed program, fully summarize the implementation activities and denote planned outcomes. The goals and objectives for the project should be clearly stated. Applicants need to utilize the SMART approach in developing their work plan activities. SMART goals and objectives are defined as Specific, Measurable, Achievable, Realistic and Timely. Each objective should be stated in measurable terms, specifying the implementation activities, deliverables, time frame, person(s) responsible and evaluation measure. Each objective described in the work plan should explain the kind and quantity of work and activities that will be implemented to accomplish the proposed objective and expected outcomes.

## **B. Project Narrative**

Awareness and outreach campaigns are highly effective ways to publicize the availability and importance of reproductive health care services. The purpose of this funding is to increase awareness among both professionals and women of reproductive age about the utilization of EC as an effective means to prevent unintended pregnancies when contraceptive methods have failed or have not been used. The public awareness campaign will increase awareness of the use and availability of EC for adolescents and women at high risk of pregnancy. The pilot outreach and education campaign targeted at health care and other professionals will increase the number of opportunities that exist for health care and other professionals (e.g., social workers, counselors, etc.) to promote awareness of EC to at-risk populations. Education will enable health care professionals to integrate education, counseling and provision of EC into their routine clinical practice.

This RFA focuses on two major components to increase awareness of EC to reduce access barriers for women and adolescents of reproductive age. Under this procurement, applicants need to describe how they will address the following components:

1. The first component targets the health care delivery system by supporting health care providers and organizations in the integration of EC information and education into current services. The literature suggests that such community partnerships are highly effective in reaching women of reproductive age. Community partners are health care providers such as physicians (obstetricians and gynecologists, pediatricians, family practice physicians, etc.) midwives, physician assistants, etc., as well as agencies and organizations that have access to and are trusted by adolescents and women, who provide information, advocacy, social support and health care services. Health care professionals, social workers and others who work directly with this target population possess the skills to engage and counsel adolescents and women. Often because such

professionals have relationships with high risk youth and vulnerable women, they are able to provide medically accurate information and education about EC, and identify and reduce barriers to access. They can also encourage and assist their clients to seek ongoing reproductive health care services. The successful applicant will design a program identifying best practices and provide technical assistance that targets these professionals/community partners.

2. The second component is a pilot educational and media campaign which targets females of reproductive age, the consumers of EC, regarding the safety, efficacy and availability of EC. The messages to consumers need to include information on the availability, safety and effectiveness of EC, dispel myths regarding the use and safety of EC, and must stress that EC does not protect against STIs and does not preclude the need for ongoing family planning and reproductive health care services. The pilot educational and media campaign should consist of messages and materials which have been focus-tested, along with a research-based plan to outreach to the intended audience using appropriate modalities such as the internet, text messages, and social networking sites such as Face Book, You Tube and MySpace.

The application should include innovative materials and approaches to target adolescents and women. The application should also include strategies designed to best meet the identified target population. Methods to reach culturally diverse communities need to also be described.

### **C. Expected Outcomes**

Funded projects will be expected to produce measurable increases in use of EC, and be able to demonstrate the impact of efforts on various populations of reproductive aged women. These efforts should result in a decrease in unplanned pregnancies, but interim measures, including increased usage of EC, increased knowledge of the efficacy and safety of EC among professionals and related health care workers, and among reproductive aged women, may be used as outcome measures if the impact is expected beyond the period of the grant.

## **IV. Administrative Requirements**

### **A. Issuing Agency**

This Request for Applications (RFA) is issued by the NYS Department of Health, Center for Community Health, Division of Family Health, Bureau of Women's Health. The department is responsible for the requirements specified herein and for the evaluation of all applications.



## **B. Question and Answer Phase:**

All substantive questions need to be submitted in writing to:

Cheryl L. Veith  
Bureau of Women's Health  
Empire State Plaza, Corning Tower Building  
Room 1805, Albany, New York 12237-0657  
[fprfa@health.state.ny.us](mailto:fprfa@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 the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via telephone by calling Cheryl L. Veith, [fprfa@health.state.ny.us](mailto:fprfa@health.state.ny.us), (518) 474-3368. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

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

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference, official applicant conference minutes), please complete and submit a letter of interest (see attachment 2).

Submission of a letter of interest is not a requirement for submitting an application.

## **C. Applicant Conference**

**An Applicant Conference will be held for this project.** This conference will be held via teleconference on the date and time posted on the cover sheet of this RFA. The Department requests that potential applicants register for this conference by completing the non-mandatory letter of interest form (attachment 2) to insure that adequate accommodations be made for the number of prospective attendees. A maximum

number of 2 telephone lines will be allotted to each prospective applicant in order to participate in the applicant conference. Failure to attend the Applicant conference will not preclude the submission of an application. The deadline for reservations for the applicant conference is posted on the cover page of this RFA.

## **D. 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. \*

Cheryl L. Veith  
Bureau of Women's Health  
Empire State Plaza, Corning Tower Building  
Room 1805, Albany, New York 12237-0618

Applicants may apply to cover one or both regions and must submit a separate application for each region they are applying for. Applicants shall submit **two (2)** original, unbound signed applications and **six (6)** bound copies including attachments. The application should be printed on 8.5" x 11" standard letter-size paper. Pages should be consecutively numbered. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications **will not** be accepted via fax or e-mail.

\*It is the applicant's responsibility to see that applications are delivered to the address above by 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.

## **E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO**

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to

serve the best interests of the State.

6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

## **F. 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, 2010 through December 31, 2010. Subsequent funding for one additional year is contingent upon satisfactory performance, availability of funding and approval of an annual Work plan and Budget.

## **G. Payment & Reporting Requirements of Grant Awardees**

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

Division of Family Health-Fiscal Unit  
NYS Department of Health  
Corning Tower Building-Room 878  
Albany, NY 12237-0657

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: **Payments will be made on a quarterly basis contingent upon receipt of all required reports.**

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

The State shall supply the contractor with standard vouchers to submit for payment. A Budget Statement and Report of Expenditures, as well as a written quarterly report of program objectives, will be required for payment. Payments will be made for reimbursable expenses only.

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

## **H. 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 online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](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 contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants must also complete and submit the Vendor Responsibility Attestation (Attachment 9).

## **I. General Specifications**

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

during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.

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

## **J. 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 -	Budget
APPENDIX C -	Payment and Reporting Schedule
APPENDIX D -	Workplan

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

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

- **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 a part of the contracting process should you receive an award.

## **V. Completing the Application**

### **A. Application Content**

Applicants may apply to cover one or both regions and must submit a separate application for each region for which they are applying. Applications should not exceed **25 single-spaced typed pages** (not including the cover page, work plan, budget, budget justification and attachments: letters of support, letters of cooperation or memoranda of understanding, organization chart), using a pitch font not smaller than **twelve (12)** with **one (1) inch margins** on all sides.

Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. All applicants **must** submit all required elements listed below including the **Application Cover Sheet (Attachment 4)** and the **Signed Statement of Assurances (Attachment 5)**.

#### **1. Cover Page and Assurances**

##### **Cover Page (The cover page will not count toward the page limit)**

A form is provided in **Attachment 4** that will serve as the application cover page and the application bid form. The form needs to be signed off by an official in the applicant organization having the authority to agree to and ensure deliverables in the application (e.g., the Chief Executive Officer or the Chairperson of the Board of Directors). The cover page should also include the name of the person who should be contacted by those seeking information about the application, the full mailing address, telephone number, fax number and e-mail address. Indicate on the cover page the region to be served. **Applications submitted without an properly completed cover page will be disqualified.**

##### **Statement of Assurances (This page will not count toward the page limit)**

Complete and sign the attached Statement of Assurances (**Attachment 5**). The form needs to be signed by the chief official (e.g., the Chief Executive Officer or the Chairperson of the Board of Directors) of the applicant agency. **Applications**

**submitted without a properly completed Statement of Assurances will be disqualified.**

**2. Project Summary** (maximum 2 pages) **5 points**

Provide a summary of the project, which describes the intent of the project, the population(s) to be served, the geographic region(s) and the scope of activities and anticipated outcomes.

**3. Statement of Need** (maximum 3 pages) **15 points**

Two geographic regions have been identified to ensure statewide coverage. The applicant will describe the need for outreach and education services in the selected region to increase awareness of EC to reduce barriers to access for women and adolescents of reproductive age within that region. **Please note:** Applicants must submit separate applications for each region proposed to be served.

The applicant will describe the evidence base for needs that are identified. Examples of such evidence include community needs assessment, health care provider surveys, focus group reports, surveillance data, and scientific literature. Identified barriers should be described as well.

The applicant will:

- Describe major characteristics of the region regarding reproductive health status indicators.
- Describe major issues related to the awareness and use of EC experienced by health care providers and communities.
- Describe the learning needs of health care providers within the region related to the provision of comprehensive reproductive healthcare and EC.
- Describe current needs and barriers regarding EC experienced by providers and communities.

**4. Organizational Capacity** (maximum 3 pages) **15 points**

Provide a description of your agency, its mission, goals and current services. Provide a thorough description of the agency's experience and capacity to provide services funded by grant dollars to the target populations.

Applicants should summarize resources that will enable them to provide expert, comprehensive reproductive health care information to providers and communities across New York State. Applicants should describe their past



experience with conducting innovative outreach initiatives and developing and disseminating educational materials to the target audiences for this initiative: health care providers, community agencies serving women of reproductive age and consumers of EC.

The applicant will describe any relevant experience their agency and each proposed subcontractor possesses in regard to:

- Addressing unintended pregnancy and/or working with populations at risk of unintended pregnancy.
- Working in the field of reproductive health, health education and/or professional development.
- Working with adolescents and women of reproductive age, including culturally diverse populations and others from the target area that may be hard to engage.

**5. Project Narrative** (maximum 15 pages)

**15 points**

The project narrative is a description of the proposed project. The applicant will define the goals of the project while providing specific, measurable, time-period objectives to accomplish the goals in the context of a **one-year** project. The applicant will describe how the project will address the issues described in the statement of need and the rationale for the approach.

Explain how the proposed activities address the following required components:

- A. The campaign will target the health care delivery system by integrating EC information into services provided by health care providers and organizations. The applicant will design and implement an innovative campaign that targets professionals/community partners.
  - Describe how the campaign will conduct outreach and provide education about the use and safety of EC to health care providers in the targeted region.
  - Describe how the campaign will conduct outreach and provide education promoting ongoing reproductive health care and contraceptive use to health care providers in the targeted region.
  - Describe resources and technical assistance to be available to health care providers.
- B. The pilot public education and media campaign will target consumers

of EC, i.e., females of reproductive age, regarding the safety, efficacy and availability of EC. The applicant will design and implement an innovative campaign for this audience.

- Describe how the campaign will develop and test materials to conduct outreach and provide education to consumers in the targeted region regarding the use and safety and availability of EC.
- Describe other proposed activities related to outreach and education for consumers.

Document support (letters of intent, memoranda of agreement, etc.) by partner agencies (local health centers/clinics, community-based organizations, etc.) including, if applicable, expressed intention to provide collaboration.

**6. Work Plan (use Attachment 6)**

**15 points**

The work plan will not count toward the page limit.

Applicants will need to complete the work plan for achieving the project's one year objectives. The applicants will need to utilize the SMART approach in developing their work plan activities. SMART goals and objectives are defined as Specific, Measurable, Achievable, Realistic and Timely. Each objective should be stated in measurable terms, specifying the implementation activities, deliverables, time frame, person(s) responsible and evaluation measure. Each objective described in the work plan should explain the kind and quantity of work and activities that will be implemented to accomplish the proposed objective and expected outcomes.

**7. Evaluation (maximum 2 pages)**

**15 points**

Plans for monitoring progress on objectives should be described in detail. For each activity, describe outcome indicators and how they will be measured.

**8. Budget and Budget Justification (use Attachments 7 and 8) 20 points**

The budget pages and justification will not count toward the page limit.

Complete the attached budget forms, (**Attachment 8**) in their entirety. Applicants need to submit a 12-month budget, assuming an January 1, 2010, start date. The budget narrative should explain the one year budget. All costs need to be related to the provision of services as described in this RFA. The justification for each cost should be submitted in a narrative form. The budget needs to be reasonable and cost effective and include only reimbursable items. For all existing staff, the budget justification need to delineate how the

percentage of time devoted to this initiative has been determined and time budgeted need to be consistent with job descriptions and activities described in the work plan.

Applicants should indicate in-kind support for the project and projected sources of funding. Complete job descriptions which indicate the title, function, specific responsibilities and required qualifications of all persons to be supported by project funds need to be included in the application.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.

Administrative costs need to be lined out showing detail (vs. lump sum) and will be limited to a maximum of 10 percent of the amount being requested from New York State. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment or remodeling or modification of structure (although limited computer/printing equipment may be considered). Indirect costs as a percentage lump sum will not be allowed. Budgets received using a percentage lump sum will be reduced by the percentage lump sum requested.

## **B. Application Format**

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

Applications should not exceed **25, single-spaced typed pages** (not including the cover page, budget and attachments), using a pitch font not smaller than twelve (12). The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

A maximum of 5 points may be deducted for applications failing to follow the prescribed format. Applicants who do not meet eligibility requirements or fail to submit a cover sheet and/or Program Summary may be removed from consideration.

<b><u>Application Components</u></b>	<b><u>Page Limits</u></b>	<b><u>Max. Score</u></b>
1. Cover Page/Assurances	N/A	No score
2. Project Summary	2 pages	5
3. Statement of Need	3 pages	15
4. Organizational Capacity	3 pages	15
5. Project Narrative	15 pages	15

6. Work plan	No page limit	15
7. Evaluation	Not to exceed 2 pages	15
8. Budget and Budget Justification	No page limit	20
9. <u>Letters of agreement</u>	<u>No page limit</u>	<u>No score</u>
<b>Total application</b>	<b>Not to exceed 25 pages</b>	<b>100</b>

## C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH, Center for Community Health, Division of Family Health. The Department reserves the right to obtain reviewers outside the sponsoring bureau, the Bureau of Women's Health.

Two Initiatives to Increase Awareness of the Availability of Emergency Contraception (EC) in New York State will be funded for up to \$250,000 each per year, for a total of \$500,000. One applicant may apply for and be awarded funding to implement both projects.

All applications will be scored using a standardized tool. Each proposal will be reviewed by a minimum of three reviewers, whose scores will be averaged to arrive at a final score for each application. Scores will be ranked from highest to lowest, with higher scores being most desirable. Applicants with average scores below 60 will not be considered for funding. The applicant with the highest score in the respective region (Downstate region and Upstate region) will receive the award to provide services in that region.

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH, Center for Community Health, Division of Family Health, Bureau of Women's Health for three months following the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

## **VI. Attachments**

**Attachment 1: Standard Grant Contract with Appendices**

**Attachment 2: Letter of Interest Form**

**Attachment 3: Application Checklist**

**Attachment 4: Application Coversheet**

**Attachment 5: Statement of Assurances**

**Attachment 6: Work Plan Form**

**Attachment 7: Budget Instructions**

**Attachment 8: Budget Forms**

**Attachment 9: Vendor Responsibility Attestation**

**Attachment 10: Vendor Responsibility Questionnaire**

# GRANT CONTRACT

STATE AGENCY (Name and Address):	.	NYS COMPTROLLER'S NUMBER: _____
	.	
	.	ORIGINATING AGENCY CODE: _____
	.	
CONTRACTOR (Name and Address):	.	TYPE OF PROGRAM(S) _____
	.	
	.	
FEDERAL TAX IDENTIFICATION NUMBER:	.	INITIAL CONTRACT PERIOD _____
	.	
	.	FROM:
MUNICIPALITY NO. (if applicable):	.	TO:
	.	
CHARITIES REGISTRATION NUMBER:	.	FUNDING AMOUNT FOR INITIAL PERIOD: _____
____ - ____ - ____ or ( ) EXEMPT:	.	
(If EXEMPT, indicate basis for exemption):	.	
	.	MULTI-YEAR TERM (if applicable): _____
	.	FROM:
CONTRACTOR HAS( ) HAS NOT( ) TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.	.	TO:
	.	
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 Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## OTHER APPENDICES

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

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 )  
 ) SS:  
County of \_\_\_\_\_ )

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

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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



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

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

## II. Payment and Reporting

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

## III. Terminations

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

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

#### IV. Indemnification

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

#### V. Property

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

#### VI. Safeguards for Services and Confidentiality

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

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 an 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 11, Progress and Final Reports;
    - ◆ Appendix D - Program Workplan will require OSC approval.
  - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **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 B

BUDGET  
(sample format)

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

Budget Period: Commencing on: \_\_\_\_\_ Ending on: \_\_\_\_\_

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	------------------	--------------------------------------	--------------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE:	_____

Other Than Personal Service	Amount
-----------------------------	--------

Category

Supplies	
Travel	
Telephone	
Postage	
Photocopy	
Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	_____
-----------------------------------	-------

GRAND TOTAL	_____
-------------	-------

**Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: (required)**

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### 1. Payment and Reporting Terms and Conditions

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

- ❶ 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
- ❶ 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:

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

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

- B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

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

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

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

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

## II. Progress and Final Reports

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

Report Type:

- A. Narrative/Qualitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, a report, in

narrative form, summarizing the services rendered during the quarter. This report will detail how the \_\_\_\_\_ (Organization) \_\_\_\_\_ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

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

D. Final Report

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

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

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

#### I. CORPORATE INFORMATION

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

#### II. SUMMARY STATEMENT

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

#### III. PROGRAM GOALS

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

#### IV. SPECIFIC DELIVERABLES

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

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

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 addition (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)



Signature Page for:

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

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

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

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

**CONTRACTOR SIGNATURE:**

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

(signature)

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

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

STATE OF NEW YORK                    )  
  ) SS:  
County of \_\_\_\_\_ )

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)

-----  
**STATE AGENCY SIGNATURE**

"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."

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

(signature)

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

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

-----  
**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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

**Letter of Interest Form**

Insert of Agency Letterhead

Cheryl L. Veith  
Bureau of Women's Health  
New York State Department of Health  
Empire State Plaza  
Corning Tower, Room 1805  
Albany, NY 12237-0657

Re: FAU#  
Initiative to Increase Awareness of the Availability of Emergency Contraception in  
New York State

Dear Ms. Veith:

This letter is to request that our organization be registered for the applicant's conference to be held on August 19, 2009 via teleconference; to receive written responses to the questions; and to receive any updates or modifications to this RFA.

We understand that in order to register for the bidder's conference and to receive any RFA updates/modification and answers to written questions, The Department of Health requests this letter be received in the Bureau of Women's Health by 5:00 p.m. on August 5, 2009.

Sincerely,

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title and Agency

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

### **Attachment 3**

## **Initiative to Increase Awareness of the Availability of Emergency Contraception (EC) in New York State**

### **Application Checklist**

The following completed documents are to be submitted with your RFA application for the period of 1/1/10 through 12/31/10. This list provides the order the required documents must be submitted, and serves as your application checklist. Please ensure that all required forms are submitted.

- \_\_\_\_\_ Application Cover Sheet (Attachment 4)
- \_\_\_\_\_ Statement of Assurances (Attachment 5)
- \_\_\_\_\_ Project Narrative
- \_\_\_\_\_ Workplan (Attachment 6)
- \_\_\_\_\_ Budget Narrative/Justification (Attachment 7)
- \_\_\_\_\_ Budget Forms (Attachment 8)
- \_\_\_\_\_ Vendor Responsibility Attestation (Attachment 9)
- \_\_\_\_\_ Vendor Responsibility Questionnaire (Attachment 10)

## Attachment 4

### Application Coversheet

1. TITLE OF PROJECT (PROGRAM):	
2. REGION TO BE SERVED:	
3. NAME AND ADDRESS OF APPLICANT AGENCY:          <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <span>Congressional District:</span> <span>Internet Address:</span> </div>	
4. EMPLOYER'S IDENTIFICATION NUMBER: (Fed E.I.N.)	7. BUDGET PERIOD: <b>January 1, 2010 – December 31, 2010</b>
5. NYS CHARITY REGISTRATION NUMBER:	8. AMOUNT REQUESTED FOR BUDGET PERIOD (Direct Costs Only)
6. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator)  NAME:   TITLE:   OFFICE TELEPHONE (include area code and extension):   OFFICE FAX NUMBER:   E-Mail Address:   NAME OF OFFICIAL:	9. FINANCIAL MANAGEMENT OFFICIAL   NAME:   TITLE:   OFFICE TELEPHONE (include area code and extension):   OFFICE FAX NUMBER:   E-Mail Address:   SIGNATURE OF OFFICIAL:

## **Statement of Assurances**

### **To be signed by the chief official of the applicant organization:**

- Funds awarded will be used only to support a public awareness campaign regarding the use and availability of Emergency Contraception as described in the application and as appear on an approved workplan.
- All expenditures and revenues will be maintained through a general accounting system to allow for identification.
- Data will be kept as requested by the Bureau of Women's Health. Four quarterly reports, an annual project report, an annual inventory and quarterly expenditure reports will be submitted to the New York State Department of Health.
- The applicant will allow the New York State Department of Health access to conduct site visits as necessary throughout the grant period.
- Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- The signature below indicates that the applicant accepts the terms and conditions in the Request for Applications.

I have express authority to make these assurances on behalf of the applicant.

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

Please PRINT name and title: \_\_\_\_\_

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

**Attachment 6**

**Work Plan Format**

Applicant:

RFA FAU#: **0904090336**

**Initiative to Increase Awareness of Emergency Contraception**

**Workplan**

**January 1, 2010 – December 31, 2010**

<b>Objectives</b>	<b>Specific Activities</b>	<b>Time Frame</b>	<b>Person Responsible</b>	<b>Evaluation Measures</b>

## **Attachment 7**

### *Emergency Contraception Education and Outreach Program*

#### **Budget Instructions**

Prepare an annualized budget for the 12-month period starting January 1, 2010 and ending December 31, 2010, using the attached forms and instructions. If there are anticipated delays in hiring, you will need to include the annualized salary and pro-rate it based on the number of months actually employed. There will be no roll-over of funds from one year to the next.

A description and justification of each personnel line item and non-personal services budget line should be provided. Identify key staff for the project by name, title and their proposed responsibilities. Staffing is expected to be consistent with the level of effort described in the work plan. Each position should be fully justified, and the appropriate qualifications required for the position should be stated.

The salaries that are included in the budget need to be actual annual salaries and not some composite based on potential raises. Increments for salaries will only be given (within budget constraints) if there is an actual formal agreement that a raise has been approved and will take effect on a specific date. In that event, two salary lines will be required for the individual scheduled for a raise, one for each salary level and the number of months of the budget. Retroactive salary increases are not allowed. Vacant positions should be reported as an attachment to the quarterly voucher and the progress reports. The explanation needs to include what has been done to recruit and fill the positions and describe any problems with filling the vacancy(ies).

Administrative costs should be appropriate to the operation of the program and kept to a maximum of 10% of the amount being requested from New York State in your application. Each administrative cost should have a separate line item in the budget. The budget may allow for reasonable costs for the required annual independent audit, if an audit is required by state and federal requirements. Audit and other shared costs should be allocated to the Emergency Contraception Outreach and Education Program based on a defined agency allocation methodology. Indirect costs applied as a percentage are not allowed.

An example of shared cost is when personnel function across more than one funded program. Hence the total cost of their being on the payroll is a "shared cost." Other examples might include but are not limited to space-related costs, communications, office supplies, photocopy, legal, insurance, payroll services and accounting. Identify

each such cost that appears in your budget. Provide a written and quantified explanation of the allocation of each shared cost item in the budget across agency funding sources (demonstrating the percentage and amount for each of the agency's programs).

## **OPERATING BUDGET FUNDING REQUEST TABLES**

### Table A: Summary Budget Request

This Table should be completed last and will include the total lines only from Table A-1 (Personal Services) and Table A-2 (Non-personal Services) and the Grand Total. As a check, grand total requested from DOH should match your funding request. Total expense = DOH + Other Sources. Other sources may be in-kind, other grants, etc.

### Table A-1: Personal Service

Personnel contributing any part of their time to the project should be listed with the following items completely filled in:

Title: The title given should reflect either a position within your organization or on this project. List names, titles and positions. Indicate whether the position is full-time (FT) or part-time (PT).

Annual Salary: Salaries that are included in the budget need to be actual annual salary rates for the full time position, and not some composite based on potential raises. Increments for salaries will only be given (within budget constraints) if there is an actual formal agreement that a raise has been approved and will take effect on a specific date. Retroactive salary increases are not allowed. Planned increases need to be requested and approved, in advance of instituting any changes, by the budget modification process. If a negotiated increase will go into effect, the position should be indicated on 2 separate lines, with the projected number of months at each salary (see example below.)

% FTE: The proportion of time spent on the project based on a full time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one-week by salaried employees (e.g., 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40 hour work week =  $10/40 = .25$  FTE (shown in decimal form) or 25% (shown as a percentage).

# of Months: Show the number of months out of 12 worked for each title.

Total Expense: Total expense can be calculated using the following method:



Total Annual Salary x % FTE x (months worked /12) = Total Expense

Total Expense needs to be distributed between (1) Amount Requested from NYS and (2) Other Source, as deemed appropriate by your fiscal staff. You may use any combination of these two categories for each line item, as long as the combined total amount is equal to the total expense for each line item. This is also applicable to Table A-2.

Note: If the employee is part-time, mark "PT" after the title, include the annual salary rate for a full time employee, the % FTE for the part time employee in the position, the number of months the employee is in the position and the actual salary amount charged to the grant.

For example:

Title	Annual Salary	%FTE	# Months	Total Expense
Secretary PT	\$24,000	50%	12	\$ 12,000

In a case in which the salary of an employee will change during the contract year regardless of the amount of time spent on this project, the total annual salary for each position should be given for the number of months applicable to that salary.

For example, if a union negotiated contract salary increase will impact a portion of the 12-month budget period it should be shown on Table A-1 as follows (the same position will use two lines in the budget):

Title	Annual Salary	%FTE	# Months	Total Expense
Secretary FT	\$22,500	100%	8	\$15,000
Secretary FT	\$24,000	100%	4	\$ 8,000

Fringe Benefits: Insert the calculated Fringe rate (from Form B-2) in the space provided. Multiply this rate by the sub-total of Personal Services (Amount in Total Expense column subtotal Personal line). The total fringe amount should be shown (total expense x fringe rate from Form B-2).

#### TABLE A-2: NON-PERSONAL SERVICES (OTPS)

ALL non-personal service expenses that are directly related to the conduct of program activities should be listed regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute the total expense between DOH and Other Sources (specify other sources). See instructions for Form B-3 for allowable non-personal costs.

#### BUDGET NARRATIVE/JUSTIFICATION FORMS:

Use Forms B-1 and B-3 to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request Tables. The justification needs to show all items of expense and the associated costs that comprise the amount requested for each budget category (e.g., if your total travel cost is \$1,000, show how that amount was determined – provide details of expenses for conferences, local travel, etc.), and an explanation of how these expenses relate to the goals and objectives of the project.

#### FORM B-1: PERSONAL SERVICES

List each title, the name of the incumbent, and a description for each position, including the percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under non-personal services. Specifically describe the methodology used when salaries are allocated across multiple programs within the agency. For all positions please provide the total number of hours worked weekly for the agency as well as the number of hours worked on this program.

#### FORM B-2: FRINGE BENEFIT RATE

Specify the components (FICA, Health Insurance and Life Insurance, Unemployment Insurance, Retirement, Workmen's Compensation and Disability Insurance) and their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. Form B-2 already lists the standard components of a fringe benefit rate. If different rates are used for different positions, submit Form B-2 for each rate (make copies of Form B-2, if necessary) and specify which positions are subject to that rate.

Compute an average of the multiple fringe rates for your personnel. Use an average of the multiple fringe benefit rates on Table A-1.

#### FORM B-3: NON-PERSONAL SERVICES

Include all program services and administrative costs that are directly related to the conduct of program activities. Itemize in detail equipment and supplies by type and

cost. Contractual services should also be itemized. This includes utilities, advertising, postage, photocopying, etc. Specifically describe the methodology for allocation of shared costs.

### Overhead

Overhead is not allowable as a single line item. If you are seeking reimbursement for those administrative costs often considered in overhead lines, they need to be broken out and listed individually as line items. Specifically describe the methodology for allocation of these costs.

The following is a list of allowable costs that might be indirect or overhead:

- Accounting
- Audit Service
- Bonding
- Budgeting
- Communication
- Personal Service & Appropriate fringe (if supported by time and distribution records)
- Personnel Administration
- Payroll Preparation
- Maintenance & Repair
- Central Stores
- Motor Pools
- Legal services which are approvable under the contract

You may request reimbursement for up to ten percent administrative/indirect costs equal to the actual expense or a prorated amount based on a methodology that appropriately allocates the cost across all program components. All indirect costs need to be lined out separately.

### Costs Not Allowed

- New construction
- Purchase of land or buildings
- Renovation that constitutes new construction
- Depreciation
- Entertainment
- Bad debts
- Individual Professional dues
- Honoraria (speaker's fee is acceptable)
- Fund Raising
- Interest Costs
- Alcoholic Beverages
- Lobbying
- Contingency funds

Fines, Penalties

Pre-award Costs

Overhead, Indirect or Administration costs (not lined out)

Legal costs incurred as a result of disputes with DOH

Miscellaneous (if it exceeds \$1,000 and, if previous justification has not been approved)

### Supplies and Materials

Provide a delineation of the items of expense and estimated cost of each along with justification of their need. Some routine supplies may be consolidated under office supplies. List educational materials for consumers and providers separately.

### Travel

Provide a delineation of the items of expense and estimated cost (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees, administrative travel vs. programmatic travel, staff travel) and estimated cost along with a justification of need. The derivation of travel costs should be explained, for example: travel via auto of 1000 miles @ \$0.375/mile = \$375, plus per diem rates of \$75 for 2 days of travel for 3 staff = \$450. Costs should be based upon a travel reimbursement policy. Travel reimbursement cannot exceed DOH staff travel reimbursement guidelines, which are available upon request.

The project will be reimbursed for local travel costs not to exceed the current mileage allowances established by your agency for personal automobile use and also limited to the IRS mileage rate. The most cost effective method of travel needs to always be used. Travel costs are limited to those allowed by the project's travel policy.

Programs are required to obtain prior approval in writing from the Contract Manager in the Bureau of Women's Health for Out-of-State conference travel and related expenses. Per Diem or subsistence allowance need to be reasonable and need to be limited to the days at the conference plus actual travel time required reaching the conference location by the most direct route. In the case of air travel, less than first-class needs to be used, and will be the basis for reimbursement.

### Consultants/Per Diems/Contractual Services

This category should be used to budget for time-limited/specific services, which cannot be accomplished by existing staff, as well as for any services/expenses that will be provided by a subcontractor. Provide a justification of why each service listed is needed. Justification should include the name of the consultant/contractor; the specific service to be provided, the time frame for the delivery of services, costs per hour/day and total estimated hours/days. In addition, a line time budget for each

subcontract/consultant needs to be attached to the form. Any subcontract must be submitted to the Department for prior approval.

### Equipment

An item is defined as equipment if it is an article of tangible personal property having a useful life of more than two years and an acquisition cost of \$300 or more per unit. These items must be inventoried (tagged) and reported on the annual inventory form. The tag number, manufacturer serial number, date of purchase, date of disposition, location, and cost of each item must be reported on an annual inventory form.

### Audit

The amount shown for the audit must not exceed 1% of the total funds requested from New York State Department of Health, unless otherwise negotiated with the BWH Contract Manager.

### Space

Costs of space rental must include the number of square feet, cost per square foot and the methodology used if the cost is allocated across programs. Detail of maintenance costs and utilities should be included.

### Other

All other non-personal service expenses should be lined out alphabetically and separately and contain significant detail and an explanation of how these expenses relate to the goals and objectives of the project.

## COST ALLOCATION METHODOLOGY

You need to specifically describe the methodology for allocation of shared costs. Explain and demonstrate how each of the shared costs in your budget is allocated across funding sources. An example of shared cost is when personnel function across more than one funded program. Hence the total cost of their being on the payroll is a “shared cost.” Other examples might include but are not limited to space-related costs, communications, office supplies, photocopy, legal, insurance, payroll services and accounting. Identify each such cost that appears in your budget. Provide a justification of the allocation of each shared cost item in the budget across agency funding sources (demonstrating the percentage and amount for each of the agency’s programs).

### **Simple Allocation Methodology**

The agency takes the sum of all its contracts, figures out what percent the grant is and allocates all costs accordingly. For example, if the agency takes in \$1 million, and our grant is \$250,000, then the agency allocates 25% of all shared costs to our grant.

### **Multiple Allocation Methodology**

The agency may choose to use multiple allocation methodologies based on cost centers, by grouping costs then allocating them accordingly. For example,

- All costs associated with operation, such as printing, copying, mailing, and telephone, may be grouped and allocated according to use by each grant. The agency must have a good understanding of the use of these items across all grants in order to do this. As an alternative, the agency may decide to simply allocate a percent of these costs to all grants.
- The agency might also allocate administrative items such as accounting and billing, etc. If the agency has a grant that has substantial billing, vouchering, and subcontracting activity, they may allocate more of those costs to that grant.
- Space might be allocated by taking the cost per square foot and multiplying that by the number of employees on the grant.

### **Direct Allocation Methodology**

The agency may also consider every expense as a direct cost and allocate it based on the specific use by each grant.

**EMERGENCY CONTRACEPTION OUTREACH AND EDUCATION PROGRAM****TABLE A - SUMMARY BUDGET****OPERATING BUDGET AND FUNDING REQUEST****January 1, 2010 - December 31, 2010**

	Total Expense	Amount Requested From NYS	Other Source / 3rd Party	Specify Other Source
Personal Services (Total line only from Table A-1)				
Nonpersonal Services (Total line only from Table A-2)				
<b>GRAND TOTAL</b>	\$0	\$0	\$0	

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

**EMERGENCY CONTRACEPTION OUTREACH AND EDUCATION PROGRAM**

**TABLE A-1 PERSONAL SERVICES**

**OPERATING BUDGET AND FUNDING REQUEST**

**January 1, 2010 - December 31, 2010**

**PERSONAL SERVICES**

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	Other Source	Specify Other Source
(List Personnel Budgeted)				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
<b>Subtotal Personal Services</b>				\$0	\$0	\$0	
<b>Fringe Benefits* %</b>				\$0			
<b>Total Personal Services</b>				\$0	\$0	\$0	

\* If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

Page \_\_\_\_ of \_\_\_\_

**Any vacant positions should be reported as an attachment to the quarterly voucher and the progress reports. The explanation must include what has been done to recruit and fill the positions and describe any problems with filling vacancy (ies).**



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

**EMERGENCY CONTRACEPTION OUTREACH AND EDUCATION PROGRAM**

**TABLE A-2 NONPERSONAL SERVICES**

**OPERATING BUDGET AND FUNDING REQUEST**

**January 1, 2010 - December 31, 2010**

**NONPERSONAL SERVICES**

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
<b>(List Budgeted Expenses)</b>				
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
<b>Total Nonpersonal Services</b>	\$0	\$0	\$0	

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**EMERGENCY CONTRACEPTION OUTREACH AND EDUCATION PROGRAM**  
**FORM B-1**

**PERSONAL SERVICES**  
**January 1, 2010 - December 31, 2010**

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

**PERSONAL SERVICES**

Title	Incumbent	Description

Page \_\_\_\_ of \_\_\_\_



**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**EMERGENCY CONTRACEPTION OUTREACH AND EDUCATION PROGRAM**  
**FORM B-3**

**NONPERSONAL SERVICES**

**January 1, 2010 - December 31, 2010**

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

**NONPERSONAL SERVICES**

Item	Cost	Description

Page \_\_\_\_ of \_\_\_\_

## Vendor Responsibility Attestation

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

**Choose one:**

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

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

# STATE OF NEW YORK VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

<b>1. VENDOR IS:</b> <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
<b>2. VENDOR'S LEGAL BUSINESS NAME</b>		<b>3. IDENTIFICATION NUMBERS</b>  a) FEIN #  b) DUNS #	
<b>4. D/B/A – Doing Business As</b> (if applicable) <b>&amp; COUNTY FILED:</b>		<b>5. WEBSITE ADDRESS</b> (if applicable)	
<b>6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</b>		<b>7. TELEPHONE NUMBER</b>	<b>8. FAX NUMBER</b>
<b>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</b> <i>IN NEW YORK STATE</i> , if different from above		<b>10. TELEPHONE NUMBER</b>	<b>11. FAX NUMBER</b>
<b>12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS:</b>  <input type="checkbox"/> Owned <input type="checkbox"/> Rented  If rented, please provide landlord's name, address, and telephone number below:		<b>13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>  Name Title Telephone Number Fax Number e-mail	
<b>14. VENDOR'S BUSINESS ENTITY IS</b> (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
<b>15. PRIMARY BUSINESS ACTIVITY</b> - (Please identify the primary business categories, products or services provided by your business)			
<b>16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:</b>			
<b>17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR</b> (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

**A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.**

<b>18.</b> Is the vendor certified in New York State as a (check please): <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? <i>Please provide a copy of any of the above certifications that apply.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>19.</b> Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>20.</b> Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:  <b>a)</b> An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>b)</b> A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>c)</b> If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>d)</b> An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	

**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<b>21.</b>	<p>Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:</p>	
<b>a)</b>	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>b)</b>	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>c)</b>	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety &amp; Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No



**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

	<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
22.	<p>In the past three (3) years, has the vendor or its affiliates<sup>1</sup> had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
23.	<p>Has the vendor (for profit and not-for profit corporations) or its affiliates<sup>1</sup>, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	<p>Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
25.	<p>During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <span style="float: right;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</span></p> <p><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <span style="float: right;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</span></p> <p><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	
26.	<p>Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates<sup>1</sup> within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<b>27.</b>	Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>28.</b>	Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>29.</b>	In the past five (5) years, has the vendor or any affiliates <sup>1</sup> : <div style="margin-left: 20px;"> <b>a)</b> defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;  <b>b)</b> received an overall unsatisfactory performance assessment from any government agency on any contract; or  <b>c)</b> had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?  <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i> </div>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:                     )  
                                      ) ss:  
County of:                 )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Owner/Officer \_\_\_\_\_

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date