

New York State Department of Health
Tobacco Control Program

Request for Applications

Cessation Centers

RFA #0802281148

KEY DATES

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Table of Contents

I.	Introduction A. Description of Program B. Tobacco Control Program Background	3 3 4
II.	Who May Apply and Funding	13
III.	Project Narrative A. Project Deliverables B. Administration	15 15 19
IV.	Administrative Requirements A. Issuing Agency B. Question and Answer Phase C. Applicant Conference D. How to File an Application E. The Department's Reserved Rights F. Term of Contract G. Payment and Reporting Requirements H. Vendor Responsibility Questionnaire I. General Specifications J. Appendices (included in DOH Grant Contracts)	20 20 20 21 21 21 22 22 23 24 25
V.	Completing the Application A. Application Content B. Application Format C. Review & Award Process	26 26 31 31
VI.	Attachments	33

I. Introduction

A. Description of Program

The New York State Tobacco Control Program (NY TCP) is seeking applications for Cessation Centers to provide training and technical assistance to health care organizations and providers. Cessation Centers assist health care organizations and providers in establishing policies, procedures and practices that facilitate the delivery of tobacco dependence treatment through a variety of services and approaches including the following:

- **Technical Assistance**
Cessation Centers provide training and technical assistance (TA) directly to health care organizations and providers, including policy assessment, technical support on policy and procedure development and implementation, processes to provide feedback to clinicians on their progress, and ongoing training.
- **Clinician and Office Training**
Training clinicians increases the percentage of smokers who receive assistance, when combined with office systems that screen patients for tobacco use and prompt clinicians to provide advice to quit. Cessation Centers offer clinician training to support implementation of office policies, procedures and practices to deliver tobacco dependence treatment.
- **Systems/Policy and Procedures Enhancements**
Cessation Centers assist health care organizations and providers to implement systems and policies to enhance delivery of tobacco dependence treatment. This includes conducting policy and procedure assessments, suggesting screening mechanisms such as vital signs stickers or chart stamps, and integrating reminders or prompts in electronic medical records (EMR). Cessation Centers also work with administrators to develop and implement policies to prohibit the use of tobacco on health care campuses.
- **Targeted Media**
Cessation Centers use paid and earned media to capture the attention of health care providers and clinicians and provide education and motivation to improve attitudes and beliefs about tobacco dependence treatment and the essential role clinicians have in helping their patients quit.
- **Quarterly Outcome Data**
Quarterly outcome data is collected from participating health care organizations and providers, which have received training and technical assistance services from Cessation Centers. These data provide the number of patients screened for tobacco use, advised to quit, and assisted

with quit attempts for each provider site. Data are analyzed and reported back to the health care provider organizations in order to enhance the delivery of tobacco dependence treatment.

- **New York State Smokers Quitline**

The State Quitline offers cessation services and support via telephone and Internet. Cessation Centers assist health care providers with establishing electronic or fax referral systems to refer clinic patients to the Quitline for additional resources and support. The Quitline offers clients free coaching and support, free nicotine medications (a “starter” supply), free tips and recorded motivational messages, and free self-help materials for quitting smoking.

It is anticipated that total funding available for this initiative is approximately \$6.7 million annually for five years. It is expected that up to 19 contracts will be awarded.

Funding for each contract will be determined by the scope of work being proposed, the quality and cost-effectiveness of the application content, the geographical area the applicant proposes to serve, and the availability of funding. For a breakdown of the proposed funding for each Cessation Center catchment area refer to page 14 in this RFA.

B. Background

Preventing and reducing tobacco use are the most important public health actions that can be taken to improve the health of New Yorkers. Tobacco use and dependence is the leading preventable cause of morbidity and mortality in New York and in the United States. Cigarette use alone results in an estimated 438,000 deaths each year in the US, including 25,500 deaths in New York State. More than half a million New Yorkers currently suffer from serious smoking caused diseases, at a cost of \$8.17 billion in health care expenditures annually. The list of illnesses caused by tobacco use is long and contains many of the most common causes of death, including heart disease and stroke, many forms of cancer, and lung and vascular diseases.

The New York State Department of Health (NYSDOH) TCP, envisions all New Yorkers living in a tobacco-free society and works aggressively to reduce the morbidity and mortality and alleviate the social and economic burden caused by tobacco use in New York. This mission is achieved through statewide and community action to change community environments to support the tobacco-free norm and reduce the social acceptability of tobacco use; cessation interventions that promote cessation from tobacco use and increase access to and delivery of tobacco dependence treatment; health communications to decrease the social acceptability of tobacco use and educate community members and decision makers about the hazards and costs of tobacco use and

the effective strategies to prevent and reduce tobacco use; surveillance and evaluation to monitor program progress and improve program quality; and statewide coordination to maximize efficient use of resources to accomplish program goals.

The NY TCP is funded annually through a state appropriation of \$85.485 million and a grant from the federal Centers for Disease Control and Prevention (CDC) of \$1.87 million. The NY TCP is part of the National Tobacco Control Program and implements tobacco control strategies consistent with the CDC's *Best Practices for Comprehensive Tobacco Control Programs*, the Surgeon General's report on *Reducing Tobacco Use: A Report of the Surgeon General*; and the Task Force on Community Preventive Services' *Guide to Community Preventive Services: Tobacco Use Prevention and Control*; the National Cancer Institute's *Strategies to Control Tobacco Use in the United States: A blueprint for public health action in the 1990s* and *ASSIST: Shaping the Future of Tobacco Prevention and Control*. The state program was established in 2000 and built on an existing tobacco control infrastructure of state and community programs funded during the 1990s by the National Cancer Institute and the CDC.

The NY TCP seeks to promote cessation of tobacco use, reduce the social acceptability of tobacco use, prevent initiation of tobacco use, address disproportionately high rates of tobacco use by specific population groups, and eliminate exposure to secondhand smoke. The NY TCP uses a multi-pronged strategic approach to reduce tobacco use in the population and seeks to impact the population as a whole through:

Statewide and community action to change the community environment to support the tobacco-free norm, change community attitudes about tobacco, and de-normalize tobacco use. A key outcome of the NY TCP's community mobilization strategy is the adoption and effective implementation of local and statewide policies that permanently change society's acceptance of tobacco use.

Health communication to increase awareness of the dangers of tobacco use and secondhand smoke and motivate tobacco users to stop, to expose tobacco industry propaganda and de-glamorize tobacco use; and educate community members and decision makers about tobacco control. A key outcome of the NY TCP's health communication strategy is better educated community members and decision makers who will support effective tobacco control policies and take personal action toward a tobacco-free New York.

Cessation interventions to establish and maintain community, governmental and health care delivery systems that promote cessation, increase access to and delivery of evidence-based cessation services, and motivate individual tobacco users to quit successfully. Key outcomes

of the NY TCP's cessation interventions are provision of guideline concordant tobacco dependence treatment by the health care sector and adoption of policies that motivate smokers and other tobacco users to quit.

The NY TCP is supported by surveillance and evaluation activities to monitor program progress and impact, and by program administration to build and maintain an effective tobacco control infrastructure, provide technical assistance and guidance, and manage the effective and efficient investment of state tobacco control funding. The NY TCP strives to contribute to the science of tobacco control through surveillance and evaluation of program initiatives and dissemination of program findings.

The NY TCP is implemented through statewide and community programs directed and managed by staff at the NYSDOH. The NY TCP's strategic plan constitutes the Program's road map and is developed, updated and revised with input from national, state, and local partners. As a state program established in statute and as a member of the National Tobacco Control Program, the NY TCP receives and incorporates programmatic advice and guidance from the statutorily mandated Tobacco Use Prevention and Control Program Advisory Board and from the CDC's Office on Smoking and Health.

The NY TCP is a recognized leader in the National Tobacco Control Program, with many of its interventions and management practices considered models for the nation. Contractors that receive funding from the NY TCP agree to advance the goals, objectives and strategies laid out in the NY TCP Strategic Plan and the guidance documents of the National Tobacco Control Program and agree to invest state funds efficiently to achieve the maximum prevention and reduction of tobacco use. The NY TCP is accountable for the wise investment of both state and federal dollars and must meet specified performance standards for each funder and in turn holds contractors accountable for meeting specific program goals and objectives.

NY TCP Community Action Areas

Community Partnerships for Tobacco Control

Advocacy in Action Programs

Youth Action Programs

Tobacco-Free School Policy Programs

Enforcement of tobacco control laws

All contractors working in the area of community action are expected to contribute to positive tobacco control policy implementation at the organizational, institutional, and municipal levels. Some NY TCP initiatives seek to effect state or national policy change and contractor activities supporting these state and national efforts will be required. Four foci of community action are:

- **Government and policymaker education** to educate government officials and policymakers to increase the visibility of tobacco control successes, build support for tobacco control action, and increase knowledge about evidence-based tobacco control strategies.
- **Advocacy with organizational decision makers** to advocate with organizations and institutions, including tobacco retailers, health care organizations, school boards, and parks and recreation officials to adopt policies and resolutions to prevent and reduce tobacco use and promote the tobacco-free norm.
- **Community education** to build support among community members for tobacco control action, stimulate community demand for tobacco control policies, and demonstrate support for tobacco control initiatives.
- **Paid and earned media** to advance tobacco control policies and practices by educating the community and key community members and keeping the tobacco problem on the public agenda.

Community Partnerships for Tobacco Control. Community Partnerships work with local governments and decision makers, local businesses and employers (including tobacco retailers), community organizations, health care institutions and providers, and schools and community groups to address tobacco company advertising, sponsorship and promotion; implement effective tobacco-free policies in the outdoor environment; change public opinion about tobacco and tobacco use; and promote access to evidence-based cessation services.

Community Partnerships engage local stakeholders and decision makers, educate community leaders and the public, and mobilize the community to strengthen tobacco-related policies to restrict the tobacco company presence in the community, reduce the use and availability of tobacco products in the community, and limit opportunities for exposure to secondhand smoke.

Community Partnerships take a policy advocacy approach to creating communities that support and reinforce the tobacco-free norm and dismantling the community policies and practices that promote and support tobacco use.

Advocacy in Action College Programs. College advocacy programs engage young adult leaders to work on and off college campuses to limit where and how tobacco products are promoted, advertised and sold, and to advance local and statewide policy action to prevent and reduce tobacco use. Like Community Partnerships, college advocacy programs take a policy advocacy approach to creating communities that support and reinforce the tobacco-free norm and dismantling the community policies and practices that promote and support tobacco use. Advocacy in Action programs focus efforts specifically on those aspects of the community and college environment that most influence tobacco use among young adults.

Youth Action Programs. Youth Action Programs engage youth leaders to challenge and change community norms regarding tobacco use through civic action. These programs engage middle and high school aged youth in actions aimed at de-glamorizing and de-normalizing tobacco use in their communities and exposing the manipulative and deceptive marketing practices of the tobacco industry. Youth action programs use community education linked to social action, media advocacy, community events, and advocacy with decision makers to obtain pro-tobacco control policies and resolutions at the local, state and national levels.

Tobacco-free School Policy Programs. These organizations provide resources and support to schools and school districts seeking to develop, implement, and enforce effective tobacco-free school policies. Schools play a key role in creating and supporting healthful attitudes and behaviors among students, their families and members of the community. By creating environments that support and promote tobacco-free values and behaviors, schools can be leaders in the fight for tobacco-free lifestyles for children and adults. Contractors funded to implement Tobacco-free School Policy Programs work to promote and facilitate the adoption and implementation of effective tobacco-free policies.

Enforcement of youth access restrictions. Supported by the NYSDOH Center for Environmental Health, local activities to enforce the Adolescent Tobacco Use Prevention Act and the Clean Indoor Air Act further change community attitudes about tobacco use as a normative behavior. Educating retailers, businesses and employers about tobacco laws and citing those who violate them put the whole community on notice that youth smoking is something to be prevented and adult smoking is not a normative part of social interaction. These activities can help focus community attention on the issue of youth access to tobacco and exposure to secondhand smoke and provide a call to action to community members. When enforcement reaches a high level of compliance, it may contribute to the prevention and reduction of youth and adult tobacco use.

Public Health Communication

Paid media
Public relations
Media advocacy

Public health communications focused on tobacco include paid placement of advertising on television, radio, print, Internet and other venues, with the goals of educating New Yorkers about the health risks of tobacco use and the dangers of secondhand smoke, motivating tobacco users to stop, and promoting use of the New York State Smokers' Quitline; coverage and discussion of tobacco control issues and events in the news media; and strategic use of both paid and earned media to advocate for tobacco control policies and practices.

- **Paid media** The NY TCP conducts several media campaigns each year focusing on increasing awareness of the dangers of secondhand smoke and increasing smoke-free homes and cars; motivating smokers to quit by graphically demonstrating the health consequences of smoking and educating smokers how to quit successfully; exposing the manipulative and deceptive marketing practices of the tobacco industry; demanding the removal of smoking and tobacco imagery from youth rated movies; and promoting use of the New York State Smokers' Quitline. Campaigns include advertisements on television, radio, print, Internet, outdoor venues and other media.
- **Public relations** strategies augment and enhance paid media messages, capture the attention of state and community leaders and decision makers, build support for tobacco control by effectively framing tobacco control issues and keep tobacco control at the top of state and community public health agendas.
- **Media advocacy** is used to shape the public debate, encourage communities to rethink norms, and educate decision makers in an effort to build support for effective tobacco control action.

These public health communication strategies are used at the state and local levels in support of tobacco control action by the NY TCP and community contractors. Community contracts that include a media component should coordinate all components of public health communication (paid media, public relations and media advocacy).

Cessation Interventions

Tobacco Cessation Centers

New York State Smokers Quitline

Safe Nicotine Distribution Program

Tobacco Dependence Treatment Training Program

The most effective interventions to support cessation are raising the price of tobacco products, banning smoking from the work place and public places, and running emotionally evocative paid media campaigns that make a compelling case for quitting.

In addition to these environmental interventions, the NY TCP

- Provides support to health care organizations and providers to establish the policies, practices and procedures to deliver effective tobacco dependence treatment through the work of 19 contracted Tobacco Cessation Centers;
- Offers telephonic and web-based information, resources, coaching and a “starter kit” of nicotine medication to help smokers quit through the New

- Maintains a nicotine medication distribution service, providing free over-the-counter nicotine products to smokers via the state Quitline, through local programs administered by local health departments and the cessation centers, and for patients and clients in substance abuse treatment programs; and
- Provides training to substance abuse treatment counselors and administrators on integrating tobacco dependence treatment and tobacco-free policies into substance abuse treatment settings. Training is offered by the Professional Development Program of the SUNY Research Foundation under contract with the NYS Department of Health.

Finally, the NYS Department of Health administers the state's Medicaid Program, which offers full coverage of prescription and over-the-counter cessation medication, including bupropion, varenicline, nicotine nasal spray and nicotine patches and gum. Advice, counseling and assistance with quitting are billable through the clinic evaluation and assessment visits.

NY TCP Organizational Structure

Program leadership
Modality management
Contract management
Regional collaboration
Evaluation

New York's Tobacco Control Program is conceived and directed by the NYS Department of Health and implemented by NY TCP staff and contractors according to expectations established in statute, the NY TCP strategic plan, and oversight and accountability requirements. NY TCP leadership includes the program director and assistant director, and leaders of the community programs unit, the surveillance and evaluation unit, and the procurement and contract management unit.

The NYS Department of Health recognizes four regions within the state: the metropolitan region, capital region, central region and western region. The NY TCP convenes contractors regionally for one-day meetings two to three times each year to help keep contractors well informed of the tobacco control work being undertaken in their regions and across the state and to facilitate planning, collaboration and information sharing across modalities.

The NY TCP supports a full surveillance and evaluation team and a contract with an independent evaluator, as required by law. All NY TCP contractors are required to participate in or develop and implement program evaluation activities as directed by the Tobacco Surveillance, Evaluation and Research Team and to provide information as requested to the independent evaluation contractor.

Program evaluation ensures that the NY TCP is investing resources wisely, is making progress toward specified goals, and is undertaking program improvements as necessary

Need for Project

Tobacco use and dependence is a chronic relapsing condition that often requires repeated attempts to quit. Effective tobacco dependence treatment is available and can significantly increase rates of long-term abstinence.

An estimated 2.6 million New Yorkers smoke. Seventy percent of these smokers want to quit and each year about half make at least one quit attempt. Despite the availability of effective treatment, the majority of these smokers will attempt to quit smoking without the help of proven treatment, including medication, and most attempts will end in relapse. The consequences of continued smoking are high and include increased risk of disease and premature death. Relapse may also discourage smokers from making additional quit attempts.

Health care providers have an opportunity and an obligation to treat tobacco use and dependence and assist their patients with quitting smoking. Most New York smokers have visited a health care provider in the past year, but fewer than half received treatment consistent with the Clinical Practice Guideline, representing missed opportunities to help smokers quit. Health care provider organizations and provider groups should have health care delivery systems in place to facilitate provision of tobacco dependence treatment. Such systems are described in the US Public Health Service Guide for Health Care Administrators, Insurers, Managed Care Organizations, and Purchasers: *Treating Tobacco Use and Dependence—A Systems Approach* and the *Public Health Service 2000 Clinical Practice Guideline for Treating Tobacco Use and Dependence*.

If implemented, the Clinical Practice Guideline and the Guide for Health Care Administrators (described below) systems and practices ensure that all patients are asked about their tobacco use status and those who use tobacco are advised to quit, assessed for readiness to quit, and are provided with appropriate treatment, depending on readiness. Those who are ready to quit are assisted with quit attempts and arrangements are made to follow patients to increase quit success. For those not ready to quit, clinicians review with each patient the relevance of quitting to their life and health, the risks of continued tobacco use and the rewards of quitting, and the roadblocks that impede readiness to quit. Clinicians must repeat these messages to build readiness to quit among patients unwilling to make quit attempts.

These interventions are referred to as the “5A’s” and the “5R’s” and are further defined below. The “5A’s” are designed to be used with smokers who are willing to quit, while the “5R’s” are designed to motivate smokers who are unwilling to quit at this time.

The “5A’s” are

- Ask regularly about tobacco use and record the tobacco use status of every patient/client.
- Advise tobacco users to quit in a clear, strong, and personalized manner.
- Assess the readiness of tobacco users to make quit attempts.
- Assist tobacco users in the quitting process through counseling and the use of pharmacotherapy.
- Arrange follow-up support.

The “5R’s” are:

- Encourage the patient to indicate why quitting is personally relevant.
- Ask the patient to identify potential negative consequences of tobacco use (risks).
- Identify potential benefits of stopping tobacco use (rewards).
- Discuss barriers or impediments to quitting (roadblocks).
- Repeat the motivational intervention every time an unmotivated patient visits the clinic setting.

**Public Health Service 2000 Clinical Practice Guideline for Treating Tobacco Use and Dependence (Clinical Practice Guideline)
Guide for Health Care Administrators, Insurers, Managed Care Organizations, and Purchasers: A Systems Approach (Systems Guideline)**

In 1996, the US Agency for Health Care Policy and Research (AHCPR) (now the Agency for Health Care Quality and Research – AHCQR) completed an exhaustive review of available research and published a guideline for effective health care systems to identify tobacco users and provide effective treatment for tobacco use and dependence. The guideline was revised to incorporate substantial new research and issued in 2000 as the Public Health Service *Clinical Practice Guideline for Treating Tobacco Use and Dependence* and the companion publication, *Treating Tobacco Use and Dependence—A Systems Approach*.

The Guidelines are available at:

http://www.surgeongeneral.gov/tobacco/treating_tobacco_use.pdf and
<http://www.surgeongeneral.gov/tobacco/systems.htm> or by calling the PHS

Publications Clearinghouse at 1-800-358-9295. The 2000 Clinical Practice Guideline is currently being updated and a revised guideline is expected to be issued in the spring of 2008. The Clinical Practice Guideline and the Systems Guideline both offer clear guidance for consistently and effectively integrating tobacco dependence treatment into health care delivery. Through these guidelines, the US Public Health Service has recommended a standard of care for patients who use tobacco and an appropriate system for providers to

establish to ensure that patients receive that standard of care.

The NYS Department of Health seeks organizations to work with health care provider organizations (HCPOs) and primary-care provider groups (PCPs) in the community to establish and maintain systems of care consistent with the Clinical Practice Guideline and the Systems Guideline.

II. Who May Apply

Eligible applicants include local government agencies and nonprofit organizations such as: educational institutions, hospitals, insurers, professional organizations and other nonprofit agencies in the State of New York with experience and expertise in the administration of health care delivery systems. Applicants must be an established organization located within the catchment area to be served (see list of catchment areas below). Applicants must demonstrate 1) the financial and administrative capacity to manage a state contract; and 2) the technical expertise to successfully implement the full range of activities outlined in this RFA.

The applicant must be both the fiscal agency and the lead agency responsible for implementing the work of the Cessation Center. Applicants may subcontract specific components of the scope of work, but it is expected that the applicant retain a majority of the work (represented in dollar value) within the applicant organization. For those applicants that propose subcontracting, it is preferable (but not required) to identify subcontracting agencies during the application process. Applicants that plan to subcontract are expected to state in the application which components of the scope of work will be performed through subcontracts.

Eligible applicants must have no affiliation or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent organization. All applicants must include a statement verifying the vendor's "no tobacco" status.

Agency commitment to the program is essential. Agency commitment can be demonstrated by a well thought-out and planned program that addresses issues such as: having clear criteria for hiring appropriate professional staff; appropriate salary, support for staff training, adequate supervision of professional staff; up-to-date knowledge of tobacco-related activities; and documentation of executive-level support for the program. Preference will be given to applicants who demonstrate the ability to provide the scope of work described in this RFA in health care environments including inpatient, primary care, and specialty settings within the catchment area.

Because the majority of smokers each year will visit a primary care clinician, the contractor must demonstrate effective capacity to work within this segment of the health care community. Applicants are encouraged to provide Memoranda of

Understanding with local health care institutions, primary care, and specialty care offices that clearly indicate a commitment to collaborate in institutionalizing delivery of tobacco dependence treatment consistent with the two Public Health Service guidelines.

Catchment Areas and Estimated Funding:

Counties	Estimated Annual Funding
Bronx	\$380,000
Kings	\$588,000
New York	\$419,000
Richmond	\$252,000
Queens	\$544,000
Nassau & Suffolk	\$663,000
Putnam, Orange, Rockland, Westchester	\$478,000
Dutchess, Sullivan, Ulster	\$261,000
Clinton, Essex, Franklin, Hamilton	\$208,000
Fulton, Montgomery, Saratoga, Warren, Washington	\$269,000
Columbia, Delaware, Greene, Albany, Otsego, Rensselaer, Schenectady, Schoharie	\$423,000
Broome, Chenango, Cortland, Tioga, Tompkins	\$310,000
Madison, Herkimer, Oneida	\$230,000
Cayuga, Oswego, Onondaga	\$285,000
Jefferson, Lewis, St Lawrence	\$209,000
Allegany, Cattaraugus, Chautauqua, Wyoming	\$235,000
Erie, Genesee, Niagara, Orleans	\$408,000
Livingston, Monroe, Ontario, Seneca, Wayne	\$376,000
Schuyler, Steuben, Yates, Chemung	\$218,000

Agencies may apply to serve more than one catchment area. In this case, a separate application must be submitted for each catchment area. However, applicants must serve the entire catchment area; catchment areas cannot be divided.

III. Project Narrative

The purpose of this RFA is to fund local organizations to provide technical assistance and other support to local health care organizations and providers to strengthen delivery of tobacco dependence treatment to patients who use tobacco. Applicants funded under this RFA will provide the technical assistance and support needed for local health care providers to deliver health care consistent with the Public Health Service guidelines related to treating tobacco use and dependence.

A. Project Deliverables

1. Systems Change, Training, and Technical Assistance

Applicants funded as a result of this RFA will provide training and technical assistance to health care provider organizations (HCPOs) and primary care providers (PCPs) within their catchment areas to implement systems and policies that ensure the delivery of tobacco dependence treatment consistent with the two Public Health Service guidelines. Within this five-year contract, successful applicants must connect with every HCPO and PCP within their catchment area(s) except in catchment areas of high population density such as New York City and Long Island; applicants focusing on these catchment areas should submit a plan to reach from 50 to 75 percent of providers in the catchment area.

Funded agencies will provide training and technical assistance to providers within the catchment area regarding design, implementation, and use of systems to deliver tobacco dependence treatment. Tobacco use screening will be integrated into the intake systems and prompt providers to offer brief advice to quit, assess readiness to quit, and complete either the 5As or the 5Rs, depending on patient readiness to quit. With training and technical assistance from the contractor, each provider should develop a written policy and procedure plan that outlines practices in the area of patient screening, advising, and provision of tobacco-dependence treatment and follow-up for tobacco-using patients.

Funded agencies will provide training and technical assistance to health care providers regarding effective methods of conducting brief interventions with tobacco users. The 5As and 5Rs model must be used.

Health care providers will receive education on appropriate tobacco intervention strategies and the latest science concerning tobacco dependence treatment, including the efficacy of pharmacotherapy. Providers will be educated regarding the state's Medicaid benefit coverage and the federal Medicare coverage for pharmacotherapy and counseling.

2. Partnership Building, System Implementation and Maintenance

Applicants funded as a result of this RFA will strive to reach every HCPO and PCP in their designated catchment area(s). HCPOs and PCPs include, but are not limited to, hospitals, community health clinics, primary care providers, dental practices, and health units within large employer groups. Since 92 percent of smokers who see health care providers each year visit primary care providers, funded contractors should focus a significant portion of their efforts among primary care providers.

Each year, of the five-year contract cycle, funded contractors are expected to work with their HCPOs and PCPs in three distinct phases: Expansion, Systems Change and Maintenance. All three phases must be synergistically aligned within the proposed project.

- Recruitment and expansion of health care sites must be ongoing throughout the course of the grant cycle.
- All health care sites must receive ongoing training and technical assistance to achieve systems change. This phase requires that funded contractors provide the necessary training and technical assistance for systems change within their partner sites.
- Ongoing maintenance-level training and technical assistance must be provided to those health care sites that have changed their systems, are screening all of their patients for tobacco use, and are providing them with assistance in quitting. This level of technical assistance seeks to sustain the systems change over time. Activities in this phase may include building accountability for systems maintenance into staff performance measures.

3. Increase Demand for Tobacco Dependence Treatment

Funded agencies will seek to increase demand for effective tobacco dependence treatment by clinicians and patients through promotion of clinician use of effective cessation treatments, such as pharmacotherapy and counseling, clinician use of health plan benefit coverage for tobacco dependence treatment, clinician awareness of services provided by the New York State Smokers' Quitline, and clinician referral to local stop-smoking programs.

In addition, funded applicants will provide clinicians with patient self-help materials, including information on pharmacotherapies, information on establishing referral programs to the New York State Smokers' Quitline, information on Medicaid and Medicare coverage, listings of local stop smoking programs, and other cessation resources.

To increase demand for tobacco dependence treatment, funded applicants will promote health plan coverage for tobacco dependence treatment to both health

insurers and employers. Since employers are purchasers of health coverage for their employees, contractors should target large employer groups to purchase comprehensive coverage for tobacco dependence treatment. Funded applicants are encouraged to promote the provision of tobacco dependence treatment by the health insurance programs offered by their own agencies.

4. Direct Cessation Services

Applicants funded as a result of this solicitation may, but are not required to, offer direct cessation services to tobacco users. Funded agencies that choose to offer direct cessation services may use up to 15 percent of the total contract budget for direct cessation services. Any direct cessation services provided *must* be strategically implemented to support the delivery of tobacco dependence treatment within the health care system; services must be evidence based and consistent with the Clinical Practice Guideline. If proposed, applicants will meet the following requirements:

- Funded agencies will adhere to the Clinical Practice Guideline regarding proper client and program documentation and record keeping for both brief interventions and behavioral counseling. Clinical staff must demonstrate competency in all aspects of required clinical documentation and record keeping.
- The NYS Department of Health provides a limited supply of free over-the-counter nicotine replacement therapy, including gum, lozenges and patches, to Cessation Centers. Funded contractors must use their allotment of NRT to enhance their work within partner sites. Funded partners must ensure that there is a mechanism to screen for contraindications before distributing NRT to partner sites, and in certain settings, individual physicians orders may be required. In recognition of the Department's status as the payer of last resort, contractors are required to ensure that clients are screened for Medicaid or other insurance that provides coverage of nicotine medication before being offered free cost NRT provided by the Department. Cessation Centers must provide a yearly report of the amount of NRT distributed and through which partner sites the products were distributed.
- Funded agencies may designate a Tobacco Intervention Specialist to provide counseling, and/or provide funds through a subcontract with a partner institution to provide counseling and direct cessation services. If the agency uses subcontracted counselors, a training and quality assurance program must be in place.
- Tobacco Intervention Specialists must work with clients to develop treatment plans appropriate to the client's stage of change, level of addiction, and individual challenges and resources. Client progress must be monitored and treatment plans adjusted as necessary.
- Patients who choose to enroll in intensive counseling should be encouraged to use effective cessation medication, unless use is contraindicated. Tobacco Intervention Specialists will screen for contraindications and obtain medical

- clearance for clients who have contraindications, prior to dispensing.
- If the funded applicant provides or promotes direct cessation services, tracking clinician referrals to cessation programs is required.

5. Media and Public Relations

Funded contractors may dedicate up to 10 percent of the total contract budget to paid media and dedicate an additional five percent of the total contract budget to the Statewide Cessation Media Project for Health Care Providers. The campaign targets health care clinicians across NYS through targeted media venues.

Applicants using ten percent of contract dollars to purchase local media must target health care clinicians to improve their attitudes and understanding of tobacco dependence treatment among their patients. Funded applicants may use their media dollars to extend the Statewide Cessation Media Project into their local media markets. Contractor media messages should promote clinician awareness of the cessation services of the NYS Smokers' Quitline and the Medicaid tobacco dependence treatment benefit, as appropriate.

6. Evaluation, Community Activity Tracking (CAT), and Follow-up

For all sites where training and technical assistance is provided, funded applicants must provide follow-up support and evaluation of the status of systems used to identify, counsel, and follow up with tobacco users. Therefore, quarterly outcome data must be collected from HCPOs and PCPs that report the number of patients screened for tobacco use, the number of identified smokers, the number of smokers who are advised to quit and the number of smokers who are assisted in quitting. Additionally, policy and procedure changes with HCPOs and PCPs who are receiving training and technical assistance must be tracked with any changes reported quarterly.

Applicants funded as a result of this contract will be required to report monthly progress and quarterly outcome data into the internet reporting system, CAT. Monthly reporting will provide details on progress toward meeting the goals, objectives and strategies in contractor work plans.

7. Mini-grants

Funded agencies may provide mini-grants to HCPOs to institutionalize screening and treatment systems. Funded agencies should provide clear justification for using this method and an administrative oversight plan. The administrative plan must stipulate that no funds will be paid to any organization until a deliverable is met. If several deliverables are required, payment can only be made as each deliverable is provided. If the mini-grantee does not provide required deliverables, payment must be withheld.

B. Administration

The funded agency will:

- Either be tobacco free, including facility campuses and property under the control of the applicant or submit with the application a letter of commitment to develop such a tobacco-free policy. If the applicant is a health care facility, they must fully implement the policies, procedures and practices described by the Clinical Practice Guidelines.
- The applicant's principal investigator will oversee the operations of the contract.
- Provide qualified staff in sufficient numbers to carry out the deliverables of this RFA.
- The Project Director must be knowledgeable of the health care environment and possess appropriate education and experience to carry out the duties of the position.
- Provide the timely start-up of grant-funded activities and fill vacant staff positions in a timely manner.
- Annually, the Project Director and appropriate staff will attend four face-to-face quarterly modality meetings in Albany, participate in four technical assistance calls, and attend the required (up to four) face-to-face regional meetings. In addition, appropriate staff will attend all training as required by the Department. An estimated two trainings per quarter may be held annually and may require travel to other areas of the state.
- Actively collaborate with their local tobacco control community partnerships and other local NY TCP funded partners in achieving local and regional tobacco control goals.
- Ensure that CAT monthly and quarterly outcome data reports are on time and reflect the progress being made on the work plan deliverables.
- Submit all contracts and workplans on time, submit vouchers in accordance with the contract, and administer all fiscal requirements of the contract in a timely and efficient manner.
- Provide end-of-the-year reports on accomplishments and progress made toward work plan outcomes. A yearly report is also required of funded contractors who have distributed NRT to partner sites. This report will provide the total number of sites distributing NRT and the number of units for patches, lozenges and gum distributed.
- Provide other reports as required by the NY TCP.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, NY TCP. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Rachel Iverson, Associate Director
Tobacco Control Program
New York State Department of Health
ESP Corning Tower, Rm. 710
Albany NY 12237-0675
TCP@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 5:00 pm on the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via e-mail by contacting:

Pat Bubniak
Tobacco Control Program
New York State Department of Health
ESP Corning Tower, Rm. 710
Albany NY 12237-0675
TCP@health.state.ny.us

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 on or around the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive written notification when updates/modifications are posted (including responses to written questions), 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 not be held for this project.

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.*

Pat Bubniak
Tobacco Control Program
New York State Department of Health
ESP Corning Tower, Rm. 710
Albany NY 12237-0675

Applicants shall submit one (1) original, signed application and eight (8) copies. The original should be clearly marked "ORIGINAL." Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

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

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: August 1, 2009 – June 30, 2014. The initial contract period will cover a 35-month period (August 1, 2009 – June 30, 2012). Year 4 and 5 will be incorporated into a two-year renewal (July 1, 2012 – June 30, 2014).

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 of the first year of the contract. (For this contract, the first year will be comprised of 11 months, therefore, the advance will be 25 percent of 11 months.)
2. The grant contractor will be required to submit monthly invoices and required reports of expenditures to the State's designated payment office:

Lynn Heffernan
NYS Department of Health
ESP Corning Tower, Rm. 515
Albany NY 12237

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment will be made within 30 days of receipt of a correct invoice.

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

- Equipment purchases greater than \$500: copy of receipt or invoice with serial number.
- Consultants: name, hours worked and rate of pay along with a copy of the invoice.
- Media purchases greater than \$5,000: copy of receipt.
- Miscellaneous expenditures: list of all expenditures in this category.

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

- Monthly Activity Reports on the CAT system. (See Attachment 12.)
- End of Year Reports on CAT.
- Other reports as required by NY TCP.

4. All applications that result in a contract awarded by the State will be required to undergo an annual comprehensive site visit by staff of the NY TCP. Staff required to be in attendance will be the fiscal agent, project coordinator, and others to be named at the discretion of the Department.

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 or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-

408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants must also complete and submit the Vendor Responsibility Attestation (Attachment 7).

I. General Specifications

1. By signing the "Application Cover Page" 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 - Work Plan
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement *<if applicable>*
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

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

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

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

**NOTE: Do not include the Workers' Compensation and Disability Benefits forms with 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

Please complete the application by addressing the following sections in the order and format in which they appear.

Section I: Executive Summary Up to 2 single-spaced pages 0 - points

1. Applicants should provide a summary of the proposed project. This section is not scored, but up to five points will be deducted if it is not

included or exceeds two pages.

Section II. Statement of Need Up to 5 single-spaced pages 10 - points

1. Describe the proposed geographic area and health care environment to be served under this RFA. List the catchment area(s) to be included and describe characteristics of the area and population, including education, income and health status. Describe the health care delivery services being provided in the catchment area, including the number of hospitals, number of primary care offices, and the estimated number of residents receiving Medicaid and Medicare coverage.
2. In a separate appendix, list by county the health care organizations and indicate whether they are hospital (inpatient) or primary care sites. For primary care sites indicate if they are single or multiple practice sites. This does not count towards page total.
3. Provide an overview of the level of tobacco dependence treatment being provided by HCPOs and PCPs in the proposed catchment area. In broad terms identify the barriers and the scope of technical assistance and training that will be necessary to ensure that every patient who sees a health care provider within the catchment area will be identified for tobacco use and provided assistance in quitting.
4. Provide as attachments, Memorandums of Understanding (MOUs) from each HCPO and PCP site outlining the scope of work that will be implemented. If MOUs are not feasible with PCP sites, provide the names of the PCP sites that the applicant will target for the first year of this project.
5. Describe the volume and nature of cessation services that are currently available in the catchment area.

Section III Agency Capacity and Experience Up to 5 single-spaced pages 15 - points

1. Describe the mission and purpose of the agency. How will this Cessation Center extend the mission and programs within the applicant agency? Briefly describe the agency's experience providing the range of services being applied for in this application. If subcontracts are proposed, describe them. How will the agency ensure programmatic accountability? In an appendix, attach an organizational chart that shows the location of the proposed Cessation Center within the organization.
2. Describe the agency's experience in providing the types of activities

- described in the RFA. Describe relevant experience and capacity of the agency to establish themselves as a catchment-wide expert on cessation.
3. Describe how the agency will support the deliverables of the Cessation Center.
 4. Describe an initiative where the agency utilized public communication strategies to support a policy intervention.
 5. If the applicant has previous experience implementing systems in support of guideline concordant care and quality improvement within HCPOs and PCPs, please describe one major accomplishment for each. If the applicant does not have previous experience implementing systems in support of guideline concordant care and quality improvement, please provide three examples of the agency's capacity to effectively implement systems in support of guideline concordant care and quality improvement within HCPOs and PCPs.
 6. Describe the applicant's capability and resources to ensure timely start-up, implementation and oversight of the proposed project.

Section IV Program Design Up to 15 single-spaced pages 35 - points

A. Systems Change, Training, and Technical Assistance

1. Applicants should describe the systems change procedures that will be promoted. Provide examples of the physical tools and materials that will be used to do this, e.g., screening procedures, computerized medical records, vital signs stamps, and tobacco-use status stickers. Attach, in an appendix, a sample patient record that illustrates how your agency and partners will document tobacco user identification and brief interventions in clinical records. Provide an example of institutionalizing the fax-to-quit program as part of a patient's discharge plan.
2. Applicants should describe in detail their training and technical assistance plan for HCPOs and PCPs. Describe each component of training and technical assistance that will be provided. Describe how this plan will achieve the necessary systems change to support the widespread adoption of the PHSG recommendations for tobacco dependence treatment.

B. Partner Expansion, System Implementation, and Maintenance

1. Applicants should describe the proposed program operations plan for

ongoing HCPO and PCP recruitment, the provision of training and technical assistance, and sustainability mechanisms. Please state the number of new HCPOs and PCPs that will be recruited for the initial 35-month contract period of this contract as well the two-year renewal portion. Describe how the staffing design will ensure the systems change and sustainability goals will be met.

C. Increasing Demand for Tobacco Dependence Treatment

1. Applicants should describe in detail how they will increase the awareness of clinicians regarding use of effective tobacco dependence treatments, such as pharmacotherapy and counseling, referral to the NYS Quitline and local cessation programs, and use of Medicaid and Medicare benefits. Applicants should also describe how they will track clinicians' referral to effective treatment.
2. Describe your plan for promoting health plan coverage for tobacco dependence treatment to health insurers and employers.

D. Provision of Direct Cessation Services

1. Applicants may, but are not required to, offer direct cessation services. If the applicant chooses to offer direct cessation services, only 15 percent of the total budget can be used for this activity. If the applicant plans to offer direct cessation services to fill gaps in coverage, describe where and when services will be offered, how this service is aligned with agency systems change activities and how the applicant will track clinician referral to these services. Describe the formats in which intensive counseling will be offered, i.e., group, individual, and/or telephone counseling.
2. Describe how the applicant will ensure that direct treatment services are in line with the recommendations of the PHSG and what training protocols will be required for a Tobacco Intervention Specialist, including the education, training and prior experience required.

D. Media and Public Relations

1. Applicants should describe their media and public relations plan that seeks to improve health care clinicians' attitudes and beliefs towards cessation treatment for their patients. Provide a listing of local communication venues that target health care clinicians in your catchment area. Describe how you will integrate these communication venues into your media plan. Describe how you plan to localize the messaging of the Statewide Cessation Media Campaign.

**Section V Staffing Pattern and Qualifications Up to 5 single-spaced pages
15 - points**

1. Describe the staffing pattern and rationale. Include job descriptions for all positions to be funded under this grant.
2. Describe how orientation and supervision of staff will be provided and by whom, including the credentials of the person(s) who will be providing orientation and supervision to the program.
3. Describe, if any, the opportunities employees have for staff development within the agency.
4. Describe the applicant's current administrative staffing pattern for activities such as payroll, bookkeeping, invoicing, and general tracking of administrative and fiscal controls. Describe the qualifications of key fiscal staff, including a description of the staff's experience (if any) with monitoring government grant funds.

Section VI Evaluation Up to 2 single-spaced pages 5 – points

1. Applicants should describe in detail how they will ensure accurate monthly and quarterly outcome reporting.
2. Applicants should describe how they will use quarterly outcome data as feedback to their partner sites to improve systems change.
3. Applicants should explain how they will track clinician use of effective tobacco dependence treatments.

**Section VII Budget and Justification (not included in page count)
20 – points**

1. Complete a budget using the attached forms (Attachment 6). Applicants should submit an **35-month budget** for the initial contract period, assuming a start date of August 1, 2009. (Please see section IV, F, Term of Contract.) All costs must be related to the provision of services described in this RFA, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form using the forms provided. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. THIS

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

2. 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.
3. NYS funded indirect costs may not exceed ten percent (10%) of your direct costs and should be fully itemized and justified (i.e., space, utilities, etc.).
4. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structure.
5. Applicants should review established NYS travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the stated standard agency rate and in no case will exceed the approved NYS rates (see www.osc.state.ny.us/agencies/travel/reimbrate.htm.)

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 be 32 single-spaced typed pages (not including the cover page, program summary, budget and attachments), using at least a size 12 font and conform to the page requirements for each section. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Section	Maximum Score	Page Limit
1. Program Summary	--	2
2. Statement of Need	10	5
3. Agency Capacity and Experience	15	5
4. Program Design	35	15
5. Staffing Pattern and Qualifications	15	5
6. Evaluation	5	2
7. Budget and Justification	20	n/a

C. Review & Award Process

1. Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by NYS DOH staff.
2. Applications failing to provide all response requirements or failing to follow the prescribed format will be removed from consideration or points will be deducted.
3. Applications must receive a score of at least 70 percent in order to receive funding. Applications from eligible applicants will be reviewed by panels convened by the NY TCP. For this RFA, there is a passing threshold. Any applicants who fall below this threshold will not be considered for funding. It is anticipated that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall in one of three categories: 1) not approved, 2) approved but not funded due to resources, 3) approved and funded.

In selecting applications and determining award amounts, reviewers will consider the following factors:

1. Clarity of applications
2. Responsiveness to the Request for Applications
3. Agency capability
4. Agency contract history
5. The comprehensiveness of the program design
6. The scope of the program
7. The quality of the evaluation strategy
8. The amount requested
9. Justification for costs included in the budget
10. Ability/willingness to develop linkages with other funded service providers

Following the award of grants from this RFA, applicants may request a debriefing from the NY TCP no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

VI. Attachments

- Attachment 1: Standard Grant Contract with Appendices
- Attachment 2: Letter of Interest Sample
- Attachment 3: Checklist for Application Submission
- Attachment 4: Application Cover Page
- Attachment 5: Instructions for Completing Budget
- Attachment 6: Application Budget Forms
- Attachment 7: Vendor Responsibility Attestation

TCP Specific Attachments

- Attachment 8: NYS Department of Health Tobacco Control Program “One Million Fewer Smokers” Work Plan 2008-2010
- Attachment 9: Evaluation Planning Matrix
- Attachment 10: No Tobacco Status
- Attachment 11: Board of Directors Roster
- Attachment 12: Community Activity Tracking System
- Attachment 13: TCP Regional Structure Map

ATTACHMENTS

For

Community Program RFAs

1. Standard Grant Contract with Appendices (and A-2)
2. Sample Letter of Interest
3. Checklist for Application Submission
4. Cover Page
5. Instructions for Completing Budget
6. Budget Forms
7. Vendor Responsibility Attestation
8. NYS Department of Health Tobacco Control Program “One Million Fewer Smokers”
Work Plan 2008-2010
9. Evaluation Planning Matrix
10. No Tobacco Status
11. Board of Directors Roster
12. Community Activity Tracking (CAT) System
13. TCP Regional Structure Map

Attachment 1
Standard Grant Contract with Appendices

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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GRANT CONTRACT

STATE AGENCY (Name and Address):

NYS COMPTROLLER'S NUMBER: _____

CONTRACTOR (Name and Address):

ORIGINATING AGENCY CODE:

FEDERAL TAX IDENTIFICATION NUMBER:

TYPE OF PROGRAM(S)

MUNICIPALITY NO. (if applicable):

INITIAL CONTRACT PERIOD

CHARITIES REGISTRATION NUMBER:

FROM:

_____ or _____ () EXEMPT:
(If EXEMPT, indicate basis for exemption):

TO:

FUNDING AMOUNT FOR INITIAL PERIOD:

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

MULTI-YEAR TERM (if applicable):

CONTRACTOR IS() IS NOT() A
SECTARIAN ENTITY

FROM:

CONTRACTOR IS() IS NOT() A
NOT-FOR-PROFIT ORGANIZATION

TO:

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 1/08)
_____	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
_____	APPENDIX _____	Business Associate Agreement
_____	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 1/08)

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

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

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

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

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

- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for
- Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
 - **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
 - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
 - **DB-155** -- Certificate of Disability Benefits Self-Insurance
14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2

Tobacco Control Program-Specific Contract Clauses

1. Any publishable or otherwise reproducible material developed under, or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated for profit by the CONTRACTOR or any other party unless prior written approval is secured from the STATE. The STATE authorizes the CONTRACTOR to disseminate materials developed under this AGREEMENT free of charge, or at cost, to other parties. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
2. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgment: "Funded by a grant from the New York State Department of Health, Division of Chronic Disease Prevention and Adult Health."
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to 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	Amount
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:

- ① 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
- ① 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:

- ① the end of the first monthly/quarterly period of this AGREEMENT; or
- ① if this contract is wholly or partially supported by federal funds, availability of the federal funds:

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

- B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.
- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than _____ days after the end of this

AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

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

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

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

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the

_____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

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

C. Expenditure Report

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

D. Final Report

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

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

APPENDIX X

Agency Code _____

Contract No. _____
Period _____
Funding Amount for Period _____

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

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

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

CONTRACTOR SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

State Agency Certification:

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

STATE OF NEW YORK)
)
) 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: _____

Attachment 2

**TITLE OF RFA
RFA # -----**

Sample Letter of Interest

Patricia A. Bubniak
NYS Tobacco Control Program
NYS Department of Health
ESP Corning Tower Room 710
Albany, NY 12237

Re: RFA # _____

Dear Ms. Bubniak:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA.

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by the NYS Tobacco Control Program by the date stated in the RFA.

Sincerely,

Attachment 3

TITLE OF RFA RFA # -----

Checklist for Application Submission

Applicant Name: _____

- Signed original, plus eight (8) additional copies of the application (including appendices) are enclosed.
- Application is clearly labeled with name and number of RFA.
- Statement of no tobacco status
- Application Cover Page is completed and attached to each copy.
- Time line and work plan are included as an appendix.
- Staff and consultant resumes, organization and program level chart and job responsibilities for each person as included as an appendix.
- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Evidence of NYS Department of State Registration
- Proof of NYS Charities Registration (NYS Attorney General's Office)
- Copy of Certificate of Article of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.
- Vendor Responsibility Attestation

ATTACHMENT 4

**TITLE OF RFA
RFA # -----**

COVER PAGE

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

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

Federal Employee Identification Number:	NYS Charities Registration Number:
---	------------------------------------

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

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

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

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

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

Printed Name (<i>First, Last</i>):	Title:
Signature of Applicant or Authorized Representative	
Date:	

TITLE OF RFA

General Instructions for Completing Operating Budget and Funding Request

General Information

All expenses for your project must be in line item detail on the forms provided. NYS funded indirect costs may not exceed ten percent (10%) of your STATE grant and must be fully itemized (i.e. space, utilities, etc.) and justified.

BUDGET NARRATIVE/JUSTIFICATION FORMS

- Form 1: Personnel Services**
- Form 2: Fringe Benefit Rate**
- Form 3: Non-personnel Services**

Use Forms 1 and 3 to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request. The justification must show all items of expense and the associated cost 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 - conference, local travel, etc.), and if appropriate, an explanation of how these expenses relate to the goals and objectives of the project.

FORM 1: PERSONNEL SERVICES

Include a description for each position and the annual salary or rate per hour if non-salaried or if hourly, percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff is not to be included in personnel services; these expenses should be shown as a consultant or contractual services under non-personnel services.

FORM 2: FRINGE BENEFIT RATE

Specify the components (FICA, Health Insurance, Unemployment Insurance, etc.) And their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. If different rates are used for different positions, submit a Form 2 for each rate and specify which positions are subject to which rate.

FORM 3: NON-PERSONNEL SERVICES

Any item of expense not applicable to the following categories must also be listed along with a justification of need.

Supplies and Materials

Provide a delineation of the items of expense and estimated cost of each along with justification of their need.

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) along with a justification of need. Costs should be based upon the agency's applicable travel reimbursement policy, but should not exceed the rates established by NYS (see www.osc.state.ny.us/agencies/travel/reimbrate.htm.)

Consultants/Per Diem/Contractual Services

Provide a justification of why each service listed is needed. Justification should include the name of the consultant/contractor, the specific services to be provided and the time frame for the delivery of services. The cost for each service should be fully justified.

Equipment

Delineate each piece of equipment and estimated cost along with a justification of need. Equipment costing less than \$500 should be included in the Supplies and Materials category. Anticipated equipment purchases \$500 and greater should be included in the equipment line.

BUDGET

TABLE A: SUMMARY BUDGET

This table should be completed last and will include the total lines only from Table A-1 (Personnel Services) and Table A-2 (Non-personnel Services) and the Grand Total. As a check, grand total NYS should match your state grant award and grand total third party should match the total revenue estimate. Total expense = NYS+ 3rd party + other source. Other Source may be in-kind, other grants, etc.

TABLE A-1: PERSONNEL SERVICES

Personnel, with the exception of consultants and per diems, contributing any part of their time to the project should be listed with the following items completely filled in (consultants/per diems should be shown as a non-personnel services expense on Table A-2);

Title: The title given should reflect either a position within your organization or on this project. More than one individual in a particular title may be listed together [e.g. Nurse Practitioner (2)].

Annual Salary: Regardless of the amount of time spent on this project, the total annual salary for each position should be given.

% 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 (show in decimal form).

of Months: Show the number of months out of 12 worked for each title. [If an employee works 10 months out of 12, then 10 months/12 months = .833. This ratio is part of the total expense calculation below.]

Total Expense: Total expense can be calculated using the following method:
$$(\text{Total Annual Salary}) \times (\$FTE) \times (\# \text{ of months worked}/12) = \text{Total Expense}.$$

Fringe Benefit Line: The total fringe amount should be shown: (sum of annual salaries total expense) X (fringe rate from Form 2 or the average fringe benefit rate if more than one rate is applicable).

TOTAL EXPENSE for salaries and fringe benefits must then be distributed between (1) NYS, (2) third party, (3) other source as deemed appropriate. You may use any combination of these three categories for each line item, as long as the total expense = NYS + third party + other source. This is also applicable to Table A-2 discussed below.

TABLE A-2: NONPERSONNEL SERVICES

All non-personnel services expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute total expense between NYS, third party, and other source (specify other source).

Attachment 6
Application Budget Forms

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM 1
PERSONNEL SERVICES

APPLICANT: _____

PERSONNEL SERVICES

TITLE	INCUMBENT	DESCRIPTION

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM 2
FRINGE BENEFITS

APPLICANT: _____

FRINGE BENEFITS

COMPONENT	RATE
TOTAL FRINGE BENEFIT RATE	

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM 3
NON-PERSONNEL SERVICES

APPLICANT: _____

NON-PERSONNEL SERVICES

ITEM	COST	DESCRIPTION

OPERATING BUDGET & FUNDING REQUEST

TABLE A

Grant Period:

APPLICANT: _____

	Total Expenses This Contract	Amount Requested From NYS	Other Source	Specify Other Source
Personnel Service				
Subtotal Non-Personnel Service				
Grand Total				

OPERATING BUDGET & FUNDING REQUEST

TABLE A-1

PERSONNEL SERVICES

Grant Period:

APPLICANT: _____

OPERATING BUDGET & FUNDING REQUEST

TABLE A-2

Grant Period:

APPLICANT: _____

Non-Personnel Service	Total Expenses This Contract	Amount Requested From NYS	Other Source	Specify Other Source
GRAND TOTAL				

Attachment 7

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. 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 proposal/bid and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 8

New York State Department of Health Tobacco Control Program “One Million Fewer Smokers” Work Plan 2008 – 2010

The New York Tobacco Control Program 2008 -2010 work plan describes the program's vision and mission, goals and objectives, and the activities that will be implemented to reduce the number of adult smokers in New York from 3,027,785 in 2005 to 2,127,785 in 2010 and the number of youth smokers from 198,171 in 2004 to 98,171 in 2010. Preventing and reducing cigarette use is the single most important step New York can take to improve the health of its citizens, reduce morbidity and mortality, and reduce health care costs.

I. Vision and Mission.

The Vision of the New York Tobacco Control Program (NY TCP) is all New Yorkers live in a tobacco free society. Our Mission is to reduce morbidity and mortality and alleviate the social and economic burden caused by tobacco use in New York State.

The 2008 – 2010 work plan contains three strategic areas of action, six goals, and six focus areas for statewide and community activities. The three strategic areas of action are:

- Community Action
- Health Communication
- Cessation Interventions

These activities are supported by:

- Surveillance and Evaluation
- Administration and Statewide Coordination

The NY TCP strives to achieve four programmatic goals, one infrastructure goal and one goal related to science and evaluation. The six goals are:

1. Promote cessation from tobacco use.
2. Decrease the social acceptability of tobacco use.
3. Prevent the initiation of tobacco use among youth and young adults.
4. Eliminate exposure to secondhand smoke.
5. Build and maintain an effective tobacco control infrastructure.
6. Contribute to the science of tobacco control.

Statewide and community activities in support of the three strategic action areas and contributing to the achievement of program goals are grouped into six focus areas.

- **Government and policymaker education.** The NY TCP and state and community contractors
 - Educate government officials and policymakers at the state and local level,
 - Build support for tobacco control action,
 - Increase knowledge about evidence-based tobacco control strategies,
 - Educate health care administrators and providers, insurers and employers, and government officials and policy makers to increase provision of and coverage for tobacco dependence treatment,
 - Increase the visibility of tobacco control successes.
- **Advocacy with organizational decision makers.** The NY TCP and state and community contractors advocate with

- Organizations and institutions, including tobacco retailers, health care organizations, school boards, and parks and recreation officials to adopt policies and resolutions to prevent and reduce tobacco use and promote the tobacco-free norm,
 - Decision makers in health care and provider organizations and institutions to implement the Agency for Health Care Quality and Research systems to address tobacco use and dependence and to conduct cessation interventions consistent with the *Clinical Practice Guideline for Treating Tobacco Use and Dependence*.
- **Community education.** The NY TCP and state and community contractors
 - Build support among community members for tobacco control action,
 - Stimulate community demand for tobacco control policies,
 - Demonstrate support for tobacco control initiatives,
 - Work with communities to increase demand for cessation services,
 - Promote use of the New York State Smokers' Quitline.
- **Paid and earned media.** Paid advertising and news coverage of tobacco issues and events support the NY TCP and state and community partner efforts to advance tobacco control by educating the community and key community members and keeping the tobacco problem on the public agenda. Media campaigns directed at health care providers and the public support and advance demand for and provision of tobacco dependence treatment and community cessations services. Media advocacy uses available communication strategies to reach key decision makers and educate them on important current tobacco control issues.
- **Cessation services and support.** The New York State Smokers' Quitline provides telephone and on-line cessation services and support. Community distribution of nicotine products through local health departments and state licensed treatment programs increases the use of evidence-based methods to quit smoking.
- **Monitoring and assessment and infrastructure development.** These tasks keep the NY TCP and state and community contractors focused on achieving goals and building and maintaining capacity for tobacco control.

II. Monitoring Progress.

To achieve program goals, the NY TCP seeks to implement evidence-based interventions, develop and implement new interventions to promote the tobacco free norm, and take coordinated action to change community and organizational polices related to tobacco use – all supporting the accomplishment of program objectives. Progress toward achievement of NY TCP goals and objectives will be measured in three complementary ways:

- 1) Establishment of management, accountability, and evaluation processes to assure that program staff and contractors document the implementation of tobacco control activities and the short-term impact of those activities.
 These systems are an essential component of program evaluation, documenting that interventions are implemented as designed and have achieved the short-term impacts they were expected to achieve. NY TCP contractors report to contract managers and work with program evaluation staff to identify simple evaluation strategies to demonstrate the short-term impact of community interventions.
- 2) Implementation of a formal evaluation system, focused evaluation studies, and expanded surveillance activities to answer specific questions about program efficacy and the impact of individual and NY TCP components.
 These systems and studies are developed and implemented by RTI, International of Research Triangle Park, North Carolina, in collaboration with the NY TCP's Tobacco Surveillance, Evaluation and Research Team to evaluate the effectiveness and impact of tobacco control activities and to understand the cumulative impact of the variety of NY TCP strategies and activities.
- 3) Identification of tobacco-related indicators from the routinely collected data gathered by existing surveillance and other data systems and from ongoing tobacco control evaluation studies. These indicators will be monitored over time to

- Track progress toward achievement of program goals and objectives,
- Establish baseline information to track program progress,
- Complement information obtained from formal evaluation studies.

Key outcome indicators help measure progress toward achievement of tobacco control goals and objectives.

III. Strategic Action and Focus Areas.

The NY TCP implements three key programmatic strategies: community action, public health communication, and cessation interventions. These components are supported by surveillance and evaluation and administration and statewide coordination.

The NY TCP invests in community action that denormalizes tobacco use, decreases the social acceptability of tobacco use, and establishes and supports a tobacco-free norm.

The NY TCP uses public health communications, in the form of mass media, public relations and media advocacy, to motivate smokers to stop, promote smoke free homes and cars and tobacco control community policies, expose tobacco industry propaganda, and reduce the social acceptability of tobacco use.

The NY TCP works with health care organizations and providers to implement systems to screen patients for tobacco use and prompt providers to offer advice and assistance to quit.

The NY TCP provides cessation support and services through the New York State Smokers Quitline and other venues.

IV. Goals and Objectives

The 2008 – 2010 NY TCP work plan includes four programmatic goals, one infrastructure goal and one evaluation goal. Below is a description of each program goal, why it is important, the objectives that contribute to the achievement of the goal, and the general program approach to achieving objectives and goals. Program objectives are drawn from the strategies recommended by the Task Force on Community Preventive Services as effective to prevent and reduce tobacco use, from the Institute of Medicine Report on Ending the Tobacco Problem, from the Centers for Disease Control and Prevention's 2007 Best Practices for Comprehensive Tobacco Control Programs, and from the NY TCP's experience addressing tobacco issues in New York.

Goal 1. Promote cessation from tobacco use.

Implementation of effective strategies to promote cessation from tobacco use is the single most important investment for a tobacco control program to achieve near-term savings in the cost of medical care to treat tobacco-caused diseases and reductions in the number of tobacco-caused illnesses and deaths.

Each year in New York, 25,500 residents die as a result of cigarette use, losing an average of 14 years of life, and 570,000 residents suffer from serious tobacco-caused diseases. Each year, the state and its residents spend \$8.17 billion treating the diseases caused by cigarette use. Stopping smoking now greatly reduces the likelihood that a smoker will develop a smoking-related illness or die prematurely as a result of tobacco use.

Objectives intended to enhance promotion of cessation from tobacco use are:

Objective 1A – Increase the number of health care provider organizations that have a system in place to screen all patients for tobacco use, provide brief advice to quit at every patient visit, and provide assistance to quit successfully.

A primary activity supported by the NY TCP, contracted Cessation Centers work with hospitals, health care organizations and provider groups to implement effective systems to prompt providers to advise tobacco users to quit and provide assistance to quit successfully.

Objective 1B – Increase the percent of smokers who have quit successfully in the past 12 months. A "successful quit" is defined as quit now (smokefree for the past seven days) at six months after the quit date.

The NY TCP and contracted Community Partnerships use paid and earned media to promote quitting and push smokers into cessation. Other strategies included elsewhere in this plan include keeping the price of cigarettes high, reducing the number of places where smokers can

smoke, reducing the social acceptability of tobacco use, encouraging health care providers to treat tobacco use and dependence, and promoting the New York State Smokers Quitline.

Cessation Centers may offer direct cessation services to promote successful quitting, with up to 15 percent of program resources devoted to this community service.

Objective 1C – Increase the number of Medicaid recipients who access pharmacotherapy for smoking cessation through Medicaid.

The Department of Health and NY TCP use targeted mailings and information dissemination to increase the number of clinicians and pharmacists who are aware of Medicaid coverage of pharmacotherapy for cessation, and know how to write/fill a prescription for pharmacotherapy.

Cessation Centers integrate messages about Medicaid coverage of pharmacotherapy for cessation and how to write prescriptions into ongoing provider training.

Community Partnerships conduct community education focused on pharmacists to appropriately fill prescriptions for cessation pharmacotherapy for Medicaid enrollees. Secondary activity.

Objective 1D – Increase the percent of smokers with health insurance who report that their health plan provides coverage for tobacco dependence treatment.

The NY TCP, Community Partnerships and Cessation Centers engage decision makers at health plans, health insurance companies, and businesses to promote full coverage of tobacco dependence treatment for all enrollees/employees.

Objective 1E -- Increase the percent of smokers referred to the New York State Smokers' Quitline by health care providers.

Cessation Centers and the state Quitline promote Quitline services to providers through routine outreach and education.

Objective 1F – Increase the percent of smokers who have heard of and who have called the New York State Smokers' Quitline.

The NY TCP, Community Partnerships and Cessation Centers use paid and earned media to educate consumers about the state Quitline, the telephone number and web address, free services offered, and other information.

Program Activities

Programmatic activities designed to promote cessation from tobacco use include:

- Support and technical assistance to health care organizations and providers to deliver guideline concordant care for treatment of tobacco use and dependence, and train providers to assess tobacco use status, offer brief cessation advice to tobacco users, and provide assistance to quit successfully;
- Community education efforts directed at businesses, employers, employees, health insurance providers, and health care providers to increase demand for and coverage of treatment for tobacco dependence;
- Paid and earned media campaigns to motivate smokers to stop smoking, educate smokers about the health risks of smoking and the benefits of quitting, educate health care providers about the importance of treating tobacco use and dependence, and increase community awareness of the New York State Smokers' Quit Line services available to help smokers stop smoking;
- Coverage of over-the-counter and prescription pharmacotherapy and behavioral counseling for tobacco use cessation for Medicaid recipients; and
- Provision of reactive and proactive telephone counseling, nicotine replacement therapy, information, services, and referrals by the New York State Smokers Quitline to assist smokers and other tobacco users in quitting successfully.

Each of these activities promotes or supports cessation efforts by tobacco users. If they are successful, use of tobacco products should decline over time, resulting in fewer tobacco-related illnesses, deaths and medical costs, as well as reductions in community support for and modeling of tobacco use.

Goal 2. Decrease the social acceptability of tobacco use.

After nearly a century of highly effective marketing, tobacco use has become pervasive and normative in American society. Effective tobacco use prevention and control depends on de-normalizing – reducing the social acceptability of – tobacco use.

Objectives related to this program goal are:

Objective 2A – Increase anti-tobacco attitudes among youth and adults.

The NY TCP and contractors engage in discrete, focused paid and earned media efforts to increase negative attitudes toward tobacco and the tobacco industry.

Objective 2B – Reduce the amount of tobacco advertising in the retail environment.

Objective 2B-1 – Increase the number of retail tobacco stores that have a written policy prohibiting tobacco company or tobacco product advertising.

Objective 2B-2 – Decrease the number of retail stores that sell tobacco products.

Objective 2C – Reduce the amount of tobacco company corporate giving, sponsorship, and product promotion at events and organizations in New York communities.

Objective 2C-1 – Increase the number of sporting, cultural, entertainment, art, and other events in the community, region, and state that have a written policy prohibiting acceptance of tobacco company corporate giving.

Objective 2C-2 – Increase the number of sporting, cultural, entertainment, art, and other events in the community, region, and state that have a written policy prohibiting acceptance of tobacco company commercial sponsorship.

Objective 2C-3 – Increase the number of sporting, cultural, entertainment, art, and other events in the community, region, and state that have a written policy prohibiting tobacco company or tobacco product promotion.

Objective 2C-4 – Increase the number of bars, clubs and fraternities that have a written policy prohibiting tobacco company or tobacco product promotion.

Objective 2D – Increase the number of local laws, regulations and voluntary policies that prohibit tobacco use in outdoor areas including public parks, beaches, play grounds, clubs, college campuses and outdoor areas of businesses, including hospitals and other medical facilities, other grounds, recreation areas, and in proximity to building entry ways.

Objective 2E – Reduce the amount of tobacco company and product advertising in magazines and newspapers.

Objective 2E-1 – Increase the number of magazines and newspapers that have a written policy prohibiting acceptance of tobacco company, retailer or product advertising.

Objective 2E-2 – Increase the number of magazines included in the selective binding agreement that eliminates tobacco advertisements from editions delivered to schools and school addresses.

Program Activities

Programmatic activities intended to reduce the social acceptability of tobacco use include:

- Engaging decision-makers, including business leaders, magazine and newspaper publishers, editors and institutional and individual subscribers, event planners, retailers, community members and community leaders, local government leaders, businesses, health care organizations and recreation programs, bar owners and others to develop written policies prohibiting tobacco company corporate and commercial giving, tobacco company or product promotions, and tobacco product advertising.
- Community mobilization efforts to educate community members and leaders, youth and young adults, business leaders and event sponsors, and key community leaders and decision-makers about the manipulative and deceptive marketing practices of the tobacco industry and the promotion of tobacco products, including promotion of smoking in movies, advertising of tobacco in magazines, tobacco company sponsorship of community events, tobacco company corporate giving, and tobacco company advertising in retail stores;
- Community mobilization includes paid and earned media, public relations and media advocacy, community events, presentations and meetings with community groups, legislative

- office visits, and education of community leaders, decision makers, and elected representatives;
- Paid and earned media to raise awareness of the impact of tobacco company advertising, sponsorship and promotion on maintaining tobacco use as a normative behavior, earning respectability for tobacco companies, and recruiting new tobacco users among youth and young adults;
- Engaging local governments, businesses, health care organizations, recreation programs and others to adopt voluntary policies designating all of their outdoor areas "tobacco free."
- Monitoring and reporting violations of the Master Settlement Agreement.

Initiatives to expose, counter and eliminate tobacco company product marketing and promotion and limit areas where tobacco products may be used are expected to reduce the allure of tobacco products, make tobacco use less attractive and less normative, and decrease incentives to purchase or use tobacco products. Policy initiatives that reduce in-store promotions and discounting, magazine advertising, and smoking in movies may further establish and reinforce the non-normative nature of tobacco use and tobacco products and make them less attractive.

Goal 3. Prevent initiation of tobacco use among youth and young adults.

Cigarette smoking is most likely to become established during adolescence and young adulthood. Youth and young adults are future customers to whom cigarette manufacturers aggressively market an addictive product that kills up to half of those who use it as intended.

Objectives intended to prevent initiation of tobacco use are:

Objective 3A – Increase the unit price of cigarettes sold in New York State.

The NY TCP and contractors educate decision makers about the importance of keeping cigarette prices high, including raising the cigarette excise tax, reducing opportunities for untaxed and lower priced sales, strengthening the state minimum price law, and aggressively countering and limiting tobacco company price promotions.

Objective 3B – Eliminate smoking and tobacco imagery from movies rated G, PG, and PG-13 that contain smoking or tobacco product placement.

The NY TCP and Youth Action contractors use paid and earned media, targeted direct mail campaigns, and advocacy with decision-makers and stakeholders to pressure the Motion Picture Association of America to change the rating system to give an "R" rating to movies with smoking or tobacco imagery and adopt the four policy solutions of the national Smokefree Movie Network.

Objective 3C – Increase the number of jurisdictions that levy their own cigarette excise taxes. Increase the amount of each local tobacco excise tax.

Community Partnerships and Youth Action contractors engage decision makers and use paid and earned media to promote the adoption of local cigarette excise taxes. This activity is restricted to CP and YA contractors working in jurisdictions with one million residents (the only jurisdictions allowed to levy their own cigarette taxes).

Objective 3D – Increase the number of jurisdictions with a 5 % or less illegal sales rate to minors.

Environmental health staff at state, district and county health departments and offices aggressively enforce the provisions of the Adolescent Tobacco Use Prevention Act, in an effort to reduce and eliminate youth access to tobacco in the retail environment.

Program Activities

Programmatic activities intended to prevent initiation into tobacco use by youth and young adults include:

- Community mobilization efforts to educate community members and leaders, youth and young adults, theater and other business owners, and key local, state, and national leaders and decision-makers about the impact of smoking in movies on youth and young adult tobacco use, the inoculating effect of counter-advertising in movie theaters, the role of price in deterring tobacco use by youth and young adults, and the importance of active enforcement of youth access and other ATUPA provisions;

- Community mobilization includes paid and earned media, public relations and media advocacy, community events, presentations and meetings with community groups, Congressional office visits, and education of community leaders, decision makers, and elected representatives;
- Paid and earned media campaigns to expose and counter the impact of smoking in movies on initiation by youth and young adults;
- State and local health department enforcement of the provisions of the Adolescent Tobacco Use Prevention Act, the Clean Indoor Air Act and the Minimum Price of Cigarettes Act.

Two evidence-based interventions have been strongly recommended to reduce initiation into tobacco use:

- Increasing the unit price of tobacco products; and
- Multi-component mass media campaigns to counter pro-tobacco messages.

Since 2000, the state cigarette excise tax has been raised twice, from \$0.56 to \$1.11 and then to \$1.50. The tax on other tobacco products was raised from 20% of wholesale price to 37% in 2002. Raising the tax on tobacco products is one way to increase the unit price of the product. Other strategies include reducing opportunities for purchasers to avoid paying state and local excise and sales taxes and eliminating promotional opportunities by tobacco companies that reduce the price of cigarettes (e.g., "buy one get one free" promotions).

Goal 4. Eliminate exposure to secondhand smoke.

The US Environmental Protection Agency estimates that secondhand smoke causes up to 62,000 deaths each year among non-smokers in the United States, including 3,000 deaths each year from lung cancer and 35,000 deaths due to heart disease. An estimated 300,000 children across the nation develop lower respiratory tract infections each year as a result of exposure to secondhand smoke, with approximately 15,000 of these children hospitalized each year due to secondhand smoke-related infections. Exposure to secondhand smoke is a primary cause of acute asthmatic events among children. Eliminating exposure to secondhand smoke reduces morbidity and mortality. In addition, the elimination of tobacco use from public and work places may contribute to changes in the perception of tobacco use as normative.

Programmatic objectives related to this goal area are:

Objective 4A – Increase the percent of adult smokers and youth who live in households where smoking is prohibited.

The NY TCP and community contractors use paid and earned media to increase community knowledge of the dangers of exposure to secondhand smoke, with calls to action to "take it outside," "make your home smokefree," "quit smoking," and others.

Community Partnerships work toward smokefree policies adopted by multi-unit dwellings, including apartment complexes, condominiums, coops, dormitories, nursing homes, and other multi-unit dwellings.

Cessation Centers incorporate advice about limiting exposure to secondhand smoke into healthcare provider trainings.

Objective 4B – Increase the percent of adult smokers and youth who drive or ride in vehicles where smoking is prohibited.

The NY TCP and community contractors use paid and earned media to increase community knowledge of the dangers of exposure to secondhand smoke, with calls to action to "make your car smokefree," "quit smoking," and others.

Objective 4C – Increase the number of educational institutions (primarily middle and high schools or whole school districts) that effectively implement tobacco-free policies to eliminate tobacco use and tobacco products from all facilities, property, vehicles and events.

School Policy contractors engage schools and school districts to develop, adopt and implement effective policies to eliminate tobacco use from school buildings, schools grounds and vehicles, school sponsored events, and events and activities that occur on school property.

Objective 4D – Increase compliance with New York's comprehensive clean indoor air law.

Environmental health staff at state, district and county health departments and offices will use NY TCP resources to enhance efforts to ensure compliance with the state CIAA.

Community Partnerships may use paid and earned media to increase community awareness of how to report a violation. Secondary activity.

Program Activities

Programmatic activities intended to reduce or eliminate exposure to secondhand smoke include:

- Actions to support development and implementation of effective policies to promote and maintain tobacco-free schools, school grounds, and events by schools and other educational institutions;
- Actions to support development and implementation of effective policies to prohibit smoking in multi-unit dwellings, including apartment complexes, condominiums, coops, dormitories, nursing homes, and other multi-unit dwellings;
- Community mobilization efforts to educate community members and leaders, employers, and health care providers about the health risks associated with exposure to secondhand smoke;
 - Community mobilization includes paid and earned media, public relations and media advocacy, community events, presentations and meetings with community groups, legislative office visits, and education of community leaders, decision makers, and elected representatives;
- Paid and earned media campaigns to raise awareness of the dangers of secondhand smoke, increase support for tobacco free policies, improve media reporting on secondhand smoke, and prompt institutions, organizations, businesses, residents, and others to adopt tobacco free policies;
- Actions to educate health care providers to recommend smokefree homes and cars and avoidance of places where smoking is allowed;

The purpose of these educational and other interventions is to move community members, employers, health care professionals, business owners, workers and the public along a continuum toward lower tolerance of tobacco use in buildings and on grounds, adoptions and implementation of tobacco free policies, and decreases in exposure to secondhand smoke in the work place, in public places, and in private residences.

Effective implementation of the Clean Indoor Air Act and tobacco free policies should reduce opportunities for exposure to secondhand smoke, strengthen shifts in community norms about tobacco, motivate smokers to cut-down or stop smoking altogether, reduce modeling of tobacco use behaviors and the social acceptance of tobacco use, and reduce initiation into tobacco use.

Goal 5. Build and maintain an effective tobacco control program infrastructure.

In order to enhance program functioning, the 2008 - 2010 work plan focuses attention on program infrastructure, including program funding, organization and staff development at the local and state levels. A primary Goal 5 activity area is the Sustainability work that all NY TCP contractors engage in.

Sustainability activities are intended to raise community member and decision-maker awareness of the work of the NY TCP and, in particular, the NY TCP community contractors. Through sustainability activities, community members and decision makers understand the health and economic burden caused by tobacco use, the need for tobacco control action in New York and in communities throughout the state, the unmet need for tobacco control action, and the evidence based strategies that are effective in preventing and reducing tobacco use.

Sustainability actions include:

1. **Monthly Communication with Local Legislators** – NY TCP contractors will correspond regularly (e.g., monthly) with local elected representatives, particularly state legislative office holders. This can take on many forms – a monthly newsletter, relevant clippings from a local newspaper, with a note from the contractor, letters announcing media campaigns and the activities that correspond to them in the area, invitations to community events, and other communications. Community Partnerships will take the lead these communications, with input from all contractors in the catchment area.
2. **E-Champions sign-ups** – All contractors will promote the e-champions website through Campaign for Tobacco Free Kids and encourage community members to sign up for tobacco control alerts.

- 3. Letters to the Editor** – Each contractor will send one letter to the editor of a local newspaper per quarter, addressing a relevant tobacco control issue or responding to tobacco related news stories.
- 4. Personal Stories** – Each contractor will develop relationships with community members eager to tell their story of tobacco use, suffering from tobacco use, recovering from tobacco use, or other relevant story in order to “bring the human face” to tobacco control efforts . Stories might include a successful quit attempt or a heartfelt story of a loved one who is sick or passed away due to tobacco use.
- 5. Building Relationships with the Media** – Each Community Partnership catchment area will be responsible for building a relationship with someone in the media industry. This can take on the form of inviting a reporter out for coffee, sending a letter of thanks for a specific article or to pass an article on cc the reporter on what a great job. The purpose of building the relationship is to increase the likelihood that a tobacco related story will be covered by local media and to position the NY TCP contractor as a source for tobacco related information.
- 6. Who Do You Know Inventory** – Each NY TCP contractor will take an inventory of its members, friends, allies to see what possible links there are to people who need to be reached and educated in order to advance tobacco control action.
- 7. Legislative Office Visits** – Contractors should collaborate within legislative districts to conduct at least one visit per legislator in their district office to educate the legislator or legislative staff on tobacco control and current issues.

Objectives intended to build an effective tobacco control infrastructure are:

1. Ensure adequate level of staffing and funding to implement effective tobacco control activities.
2. Strengthen community contractor infrastructure to enhance community collaboration and maintain community support.
3. Strengthen area and regional infrastructure to promote coordination and collaboration among contractors within each area and region.
4. Enhance communication and collaboration among the NY TCP, community contractors, and statewide stakeholders.
5. Establish roles, responsibilities and competencies for all program staff.
6. Tobacco control program staff and contractors will participate in professional development opportunities each year.

Goal 6. Contribute to the science of tobacco control.

The Tobacco Control Program must make better use of existing data, collect new data to assess program progress and effectiveness, evaluate promising interventions, and document and disseminate program findings.

Objectives intended to focus the program on contributing to the science of tobacco control are:

1. Analyze and synthesize data from existing data systems related to tobacco in order to monitor progress toward achieving program goals.
2. Develop and implement data collection systems and research and evaluation studies to monitor, measure, and help understand the impact of the tobacco control program.
3. Increase the number of tobacco control program interventions that are evaluated.
4. Document and disseminate findings from tobacco control program activities and initiatives on an ongoing basis.

Attachment 9

Evaluation Planning Matrix Instructions

The evaluation planning matrix should be completed for at least 1 impact evaluation project that you will be working towards in the coming year. Choice for impact evaluation should be reflective of your overall work plan. Consider the cost, magnitude, intensity, and duration of all planned strategies and activities. Focus of evaluation efforts should be directed at strategies and activities accordingly. Feasibility and **ability to demonstrate impact** are additional considerations that should guide the selection of what should be evaluated. Utilize your Evaluation Specialist for additional assistance with setting evaluation priorities in relation to your work plan. For the strategy(s) chosen for impact evaluation, transfer the strategies, activities and expected outcome(s) of those strategies and activities from the work plan to the evaluation planning matrix. Then complete the remainder of the evaluation planning matrix. Evaluation efforts articulated in the evaluation planning matrix should be directly related to a specific program intervention, written in the work plan as strategy(s) and activities under a particular TCP objective.

EVALUATION PLANNING MATRIX

TCP Strategic Plan Goal:					
TCP Strategic Plan Objective(s):					
Intervention/Strategy/Activities:					
Expected Short-term Change(s) and/or Intermediate Impact(s):					
Evaluation Question(s) What do you want to know? What questions will be answered by the data you collect?	Evidence What can be measured to determine if change has occurred? How will you know it has happened? What are the indicators?	Data Collection			Understanding and Applying Data
		Method(s) What method will you use to collect the information?	Sample Who/where will you get the information from? How will you select the sample?	Time Frame When will you collect the data? By what date will data collection be complete?	Analyze Data How and who will analyze the data?

EVALUATION PLANNING MATRIX

Evaluation Question(s)	Evidence	Method(s) Measurement Tool(s)	Sample	Time Frame	Analyze Data	Report Results

Notes:

Attachment 10

No Tobacco Status

The organization does not have any affiliation* or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent company. Subcontractors should meet the same requirements as the principal contract holder and be approved by DOH.

* Affiliation:

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

Attachment 11

Board of Director Roster

Board Member Name and Contact Information*	Term of Office	Office Held (if applicable)	Committee Assignments

- Includes name, address, phone number and e-mail address.

Attachment 12

COMMUNITY ACTIVITY TRACKING

The Community Activity Tracking (CAT) System is a web-based reporting system for funded community contractors of the NYTCP. The CAT system is to document progress toward implementation of effective tobacco control strategies.

The CAT system serves several purposes:

- To help community contractors record progress toward implementation of strategies and activities as outlined in their Annual Work Plan.
- To generate reports community contractors can use to document their efforts.
- To submit local evaluation information to fulfill the annual TCP evaluation requirement.
- To assist Tobacco Control Program staff with monitoring the strategies of funded contractors across the state.
- To support Research Triangle Institute, the NYTCP's independent evaluation contractor, in their efforts to understand the scope and impact of New York's community tobacco control efforts.
- To document Area Manager feedback to contractors on a monthly basis.

The CAT system is password protected and can only be accessed by approved users.

Funded contractors are required to enter their Annual Work Plan into the CAT system at the beginning of each contract year and to report monthly on activities conducted each month.

The CAT system features a bulletin board which serves as a tool for users to access resources and to post questions and answers related to CAT and various tobacco control issues. Important CAT documents can be found on the CAT bulletin board, to be saved or printed for contractor use.

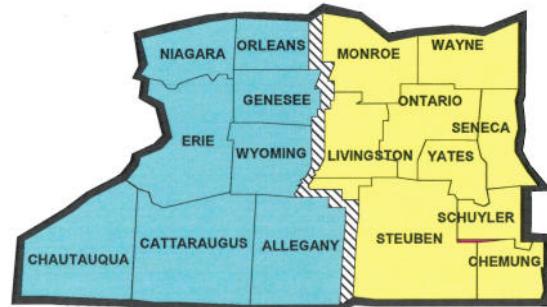
Attachment 13

Regional Structure Map

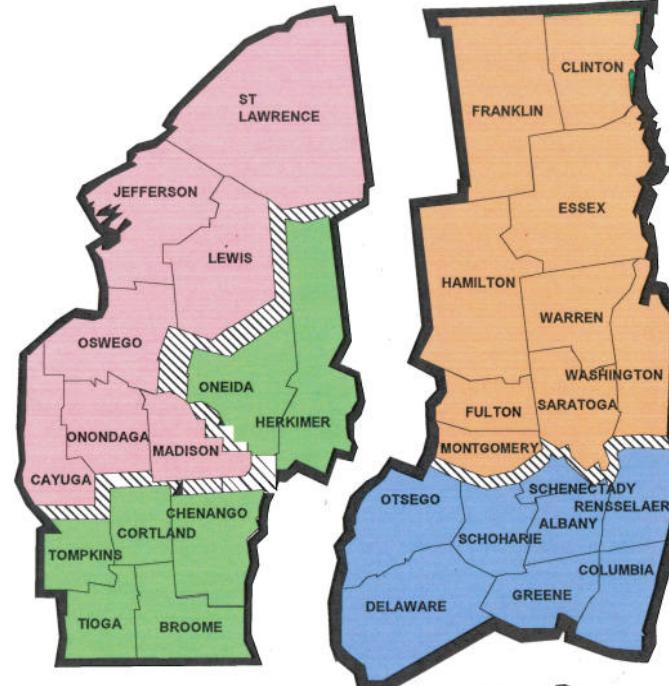
Tobacco Control Program (TCP)

Regional Structure

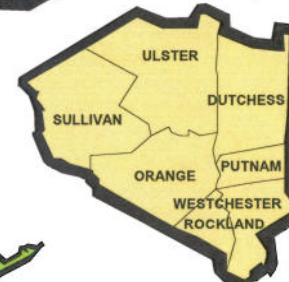
Western Region



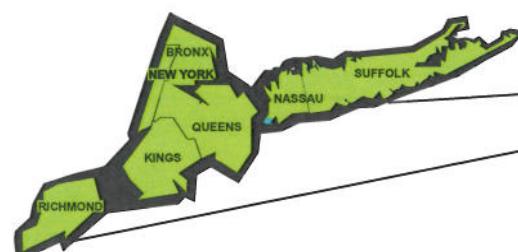
Central Region



Capital Region



NYC Pullout



Metro Region