

**New York State  
Department of Health**

**Request for Applications**

**One Time Funding  
Health and Human Services for  
Lesbian, Gay, Bisexual, and Transgender Individuals, Families and  
Communities**

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*KEY DATES*

**RFA Release Date:** January 21, 2009  
**Questions Due:** February 11, 2009  
**RFA Updates Posted:** February 25, 2009  
**Applications Due:** March 20, 2009  
**No later than 5 P.M.**

**DOH Contact Name and Address:** Carmen Vazquez  
Coordinator  
LGBT Health & Human Services Unit  
NYSDOH AIDS Institute  
90 Church Street, 13<sup>th</sup> Floor  
New York, NY 10007

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# I. Introduction

## A. Intent of the Initiative

One of the New York State Department of Health's goals is to eliminate disparities in health care access by increasing the availability and quality of health care services for New York's underserved populations. The Department of Health's Lesbian, Gay, Bisexual and Transgender (LGBT) Health and Human Services initiative focuses on addressing disparities through building a wider, more sensitive and appropriate system to promote health and human services for lesbian, gay, bisexual and transgender (LGBT) individuals, families and communities.

In May 2008, the Department of Health announced awards to forty-six LGBT-serving organizations throughout New York State through a Request for Applications (RFA) process commencing in 2007. The intent of this current RFA is to distribute approximately \$568,185 in one-time funding to approximately 10 organizations statewide. The maximum one-time award will be \$56,818 with an anticipated contract period of April 1, 2009 – March 31, 2010. If additional funding becomes available, the Department reserves the right to make additional awards as described in this RFA.

This RFA is targeted to organizations who **did not** receive an award through the most recent (2007) LGBT RFA, with an emphasis on projects proposing to address disparities and/or serve specific underserved, high-need subpopulations (e.g. black gay men, men who have sex with men (MSM), Native Americans, or other subgroups). Organizations that received funding through the 2007 RFA are **not** eligible to apply for this one-time funding.

The purpose of this RFA is to award one-time funding to support improved capacity within organizations and communities to better address the health and human service needs of LGBT individuals, families and communities. Consistent with previous LGBT Health and Human Services funding opportunities, the intent of this award is to:

- increase access to appropriate and sensitive **non-HIV-related** health and human services;
- promote full and equal access to service in part by eliminating bias and discrimination based on sexual orientation and gender identity;
- and improve quality of **non HIV-related** health and human services leading to improved quality of life as a result of better access.

This initiative presents a variety of opportunities to enhance the health and human services system that LGBT individuals encounter in their communities. A number of services and activities may be funded under this initiative and are outlined in a subsequent section of this Request for Applications (RFA). Funds may **not** be used for direct clinical, medical or mental health services or for direct HIV-related services including clinical, medical, mental health and support services, **except** for incorporation of HIV-related awareness, education or services in the context of a larger health promotion/health and human services project/initiative, or that include HIV within a multi-factorial syndemic orientation, as described further below within **Background**, Section B, page 3.

## B. Background

Many of the health and human service needs of LGBT individuals are similar to the population at large, however many LGBT individuals experience a variety of factors and barriers that impact their access to, and interaction with, the health and human services system.

Because of a general lack of knowledge by the health care system related to LGBT sexuality, gender identity, and gender expression, LGBT individuals may neglect routine screenings and/or delay treatment for chronic illness. They may avoid mainstream service providers out of fear that sharing information about their lives and sexuality will subject them to rejection and discrimination. Even when LGBT individuals access health care, lack of knowledge and information sharing between LGBT individuals and their service providers may result in less than comprehensive assessment or treatment. In addition, service providers themselves may not be trained to recognize the stressors impacting upon LGBT individuals, couples and families. These stressors include, but are not limited to, “coming out,” family disruptions, alcohol and substance abuse, violence, poor health, stigma, harassment in school and homelessness.

LGBT individuals, who are also part of communities that have historically experienced barriers and marginalization (e.g., people of color, transgender individuals, immigrants, women, low income individuals, the mentally ill and disabled), may face additional and greater discrimination. The multiple obstacles of these and other target populations such as seniors, racial or ethnic minority groups, families served by the criminal justice system and youth compound the issues of isolation, access and quality health services.

The Centers for Disease Control and Prevention’s Syndemics Prevention Network ([www.cdc.gov/syndemics/encyclopedia.htm](http://www.cdc.gov/syndemics/encyclopedia.htm)) describes the mutually reinforcing nature of health crises such as substance abuse, violence, and AIDS that take hold in communities with harsh and inequitable living conditions. A syndemic orientation recognizes that a single issue approach to health disparities may temporarily address the rate of a specific health problem, but the disparity will not be affected without addressing the various ways health problems interact. These risk factors are interrelated and from a syndemic orientation contribute to the health disparities experienced in LGBT populations. A syndemic orientation concentrates on the conditions in which people can be healthy and why those conditions differ among groups and addresses more than one problem at a time. For example, high levels of substance abuse, partner violence, childhood sexual abuse and depression among gay men increases gay men’s susceptibility to HIV. As another example, smoking rates in LGBT populations at twice the level of the general population, higher body mass indices, and nulliparity all contribute to cancer rates that are higher in the LGBT population than in the general population.

There are also gaps in the service system related to supporting families, friends, and other individuals in the community who provide support to LGBT people. The term *family* will be defined in the broadest sense as support systems including, but not limited to, life partners, friends, children, relatives and caregivers. Services that provide information, counseling and other support to families undergoing conflict or stress related to a family member expressing his or her sexuality are needed.

A system of service delivery and support, comprised of organizations dedicated to serving LGBT individuals, families and friends, can successfully address many of these barriers. Such a system should have the expertise to provide services relevant to the population, treat all LGBT persons in an affirming, culturally appropriate manner, and have the resources to adequately address the needs of disadvantaged, underserved LGBT persons needing health

care.

### **Youth Development Philosophy**

The Department of Health endorses the principles of youth development for all of its programs serving youth. Historically, health and human service agencies have focused on risk-reduction and prevention in their work with young people. Youth development initiatives extend beyond risk-reduction and prevention models to incorporate a focus on strengthening protective factors of the individual, family and community levels.

Youth development is a philosophy that views all youth as “at promise” rather than “at risk.” Instead of viewing youth problems as the principle barriers to healthy development, it promotes positive outcomes through developing assets that will provide the opportunities and supports necessary for youth to lead healthy and productive lives. Research findings demonstrate a positive relationship between the number of assets and resources youth possess and a variety of positive academic and health outcomes.

Some examples of supportive services focused on youth development include: services designed to develop emotional strengths and life skills, e.g., health education and promotion programs; conflict resolution; mentoring and peer support programs; and nutritional services.

Respondents to the RFA are not required to serve youth. However, respondents that are proposing to serve youth are encouraged to incorporate youth development principles and approaches into their strategies for service delivery.

### **C. Availability of Funds and Funding Parameters**

Approximately \$568,185, subject to the availability of State funds, will be awarded to approximately 10 organizations statewide (approximately: 4-6 awards in NYC and 4-6 awards in Rest of State) to fund one-time only projects, activities and expenses that are consistent with the intent of the Department’s LGBT Health and Human Services initiative. The maximum award will be \$56,818. If additional funding becomes available, the Department reserves the right to make additional awards as described in this RFA.

Funds provided through this solicitation are to be used to enhance and/or expand the capacity of organizations and communities to address health and human service related needs of LGBT individuals and their families. Since the funding awarded through this initiative will be one-time-only funding, any projects or activities proposed with this funding are required to be completed within the anticipated one year contract period of April 1, 2009 – March 31, 2010.

Projects and expenditures funded through this initiative are obliged to be consistent with the following parameters:

- Funds may not be used to supplant funds for activities currently funded by another funding source;
- Funds may not be used to support permanent staff position(s), unless it is a temporary assignment to support the activities for the proposed project. Please note: The use of consultants is an appropriate cost under this initiative;
- Funds may not be used for permanent, capital improvements or ongoing overhead expenses;
- Funds may not be used for the purchase of major pieces of depreciable equipment;

- Funds may not be used to upgrade technology for an organization as a discrete expense, apart from related activities to enhance or expand capacity for LGBT-related services in an organization or community;
- Funds may not be used for direct clinical, medical or mental health services or direct HIV-related services including clinical, medical, mental health and support services, **except** for incorporation of HIV-related awareness, education or services in the context of a broader health promotion/health and human services project/ initiative, or that include HIV within a multi-factorial syndemic orientation.

Applicants selected for funding through this RFA will receive the amount requested, up to a maximum of \$56,818. If additional funding becomes available prior to April 1, 2009, the Department reserves the right to make additional awards as described in this RFA. A minimum score of 65 is required to be considered for funding.

## II. Who May Apply

### **Eligible organizations:**

Applications will be accepted only from not-for-profit health and human service organizations including, but not limited to, community-based organizations, community health centers and civic organizations.

Successful applicant organizations should demonstrate their commitment, expertise, and capability to serve LGBT individuals and families. Preference will be given to organizations that have a demonstrated history of successfully working with the LGBT community and its diverse populations, including any specific high-need subpopulations targeted within a proposal, *and* who can demonstrate that they have a Board and employees representative of the populations they intend to serve.

This RFA has an emphasis on projects proposing to address disparities and/or serve specific underserved, high-need subpopulations (e.g. black gay men, MSM, Native Americans, or other subgroups).

**Organizations that received grant funding through the most recent 2007 Health and Human Services for LGBT Individuals, Families and Communities RFA are not eligible to apply for these one-time funds, as grantees under the 2007 initiative have already received requested one-time awards in addition to their ongoing programmatic awards.**

## III. Project Narrative/ Work Plan Outcomes

It is the goal of this initiative to support and improve health outcomes of LGBT individuals, families, and support systems. Proposed projects, activities and expenses under this RFA must positively impact LGBT individuals and their families, with an emphasis on addressing disparities and/or serving specific underserved, high-need subpopulations (e.g. black gay men, MSM, Native Americans, or other subgroups).

### **Allowable Expenses:**

Applicants may request funds to support a variety of activities and costs that strengthen capacity and infrastructure within their own organizations, partner organizations, or the broader

community to meet the needs of LGBT individuals, families and communities for health and human services described below.

Projects that exclusively or primarily focus on HIV-related services will not be funded through this RFA. However, projects that incorporate HIV-related education or services in the context of a broader health promotion/health and human services project/initiative, or that include HIV within a multi-factorial syndemic orientation, may be considered for funding. If such projects are proposed, it is essential that the applicant clearly describe the non-HIV related components of the proposal and how any HIV-related services will be integrated within a broader approach.

As these are one-time awards, this funding is not intended to support permanent capital improvements or ongoing expenses e.g. permanent staff, space or other overhead costs. As described above, funding may not be used to support exclusively HIV-related services. In addition, funds may not be used to support any direct medical, clinical or mental health services. If these services are part of the application, deductions will be taken during the review process. Expenses related to upgrading technology may be approved under this initiative only if it relates to an approved broader activity or project, as described in the examples below. A proposal to upgrade technology for an organization as a discrete expense is not allowable under this solicitation.

All proposed activities and expenses must directly or indirectly improve health outcomes of LGBT individuals, families, and support systems, with an emphasis on addressing disparities and/or serving specific underserved, high-need subpopulations (e.g. black gay men, MSM, Native Americans, or other subgroups). Proposed projects, activities and expenses should contribute to sustaining the competency of the applicant organization, partner organizations or the larger community in meeting the health-related needs of LGBT individuals and their families. Examples of acceptable expenses include but may not be limited to:

- Implementing distinct projects (note that project or activities must be implemented and completed within the one year contract);
- Building network and community collaborations;
- Designing fundraising strategies to sustain future program growth and stability;
- Consultants or other costs related to developing systems to facilitate client tracking, staff time and effort tracking, or data management;
- Consultants or other costs related to development of policy and procedure manuals;
- Board training and development;
- Conducting needs assessments of clients, LGBT communities and/or service providers to identify health and human service and capacity-building needs;
- Development and/or translation of media and/or educational and outreach materials;
- Staff development training, including cultural competency and other topics that improve capacity to serve LGBT individuals, families and communities;
- Costs related to community forums, conferences, or educational events. If conference attendance is proposed, the applicant organization must identify how conference attendance will impact LGBT communities and improve the sustainability of the organization or larger community of LGBT-serving organizations.

## IV. Administrative Requirements

### A. Issuing Agency

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

### B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Carmen Vazquez  
Coordinator  
LGBT Health & Human Services Unit  
NYSDOH AIDS Institute  
90 Church Street, 13<sup>th</sup> Floor  
New York, NY 10007

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

Questions of a technical nature can be addressed in writing to Carmen Vazquez at the address above or via telephone at 212-417-4711. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

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

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

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:

Valerie White  
Deputy Director, Administration & Data Systems  
NYSDOH AIDS Institute  
Empire State Plaza Corning Tower, Room 478  
Albany, New York 12237

Applicants shall submit **one (1) original** signed application and **four (4) complete copies**, including attachments. 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: April 1, 2009 through March 31, 2010, with no renewal periods.

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

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

NYSDOH AIDS Institute  
Fiscal Management Unit  
ESP Station  
P.O. Box 2055  
Albany, New York 12220-2055

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 on a quarterly basis contingent on the timely submission of required reports.**

3. The grant contractor will be required to submit the following periodic reports:  
**Four quarterly and one end-of-year report.**

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

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may use a copy of the paper form included as Attachment 7. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 8).

## **I. General Specifications**

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

### **5. Provisions Upon Default**

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

## 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 B - Budget

APPENDIX C - Payment and Reporting Schedule

APPENDIX D - Workplan

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

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

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

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

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

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

**These documents will be requested as a part of the contracting process should you receive an award.**

## V. Completing the Application

### A. Application Content

This section describes the content and format requirements for applications, the qualitative competitive scoring criteria to be used, and information to assess the viability and feasibility of an organization's ability to successfully implement and accomplish the goals and objectives of their proposal.

#### Content

Respond to each of the requested information in areas 1-7 listed below. Number/letter your narrative to correspond to the requested information in the order presented. Be specific, complete and concise in your responses. Do not leave any requested information blank. If appropriate, indicate if the requested information is not relevant to your agency or application, and indicate why it is not relevant.

Please remember to refer to the Intent of the Initiative, Background and Availability of Funds in Section I when developing your application.

#### Application Coversheet

A form is provided to serve as the cover page for the application (Attachment # 4). All requested information should be supplied on this form. **The cover sheet will not count toward the page limit, but is required. Failure to submit a cover sheet and/or Program Summary described below will result in the application being removed from consideration.**

**1. Program Summary:** Not to exceed one page. This page may be single-spaced.

Please include:

- a. Amount requested (up to \$56,818);
- b. Needs/barriers/issues to be addressed;
- c. Proposed project, activities or expenses;
- d. Where activities will take place; e.g. geographic area(s) and/or specific location(s), as appropriate;
- e. Targeted population(s) (description and number of individuals to be served, as appropriate);
- f. Staff (consultants) proposed to provide services, where applicable; and
- g. Expected outcomes.

**2. Statement of Need:** Not to exceed 1 double-spaced page.

- a. Describe the geographic area and populations/providers, including any targeted subgroups that will be served and indicate why. Include information related to families and support systems, where relevant. Identify any specific health disparities or subgroups that are targeted through the proposed project.
- b. Describe the existing health and human services targeting LGBT individuals and their families in the proposed service area.
- c. Describe how the need for the activities or services proposed to provide was determined.

- 3. Organization Capability:** Not to exceed 1 double-spaced page.
- Note:** Applicant organizations may attach supporting documentation relevant to this section. Supporting documentation should be included as an attachment to the application and accompany each copy of the application and will not be counted as part of the page limit.
- a. Describe the applicant organization's mission and services. Describe how the mission and services are consistent with the goals of the application.
  - b. Describe the services the organization currently provides to LGBT individuals, the length of time your organization has been providing these services and the number of LGBT individuals served annually.
  - c. Describe the composition of the Board of Directors. Include the percentages of the Board representing LGBT and targeted populations. State whether or not these represent a duplicated count. Preference will be given to applicants who can demonstrate that the Board of Directors is representative of the populations to be served and are intended to be reached via the program proposed in this application.
  - d. Describe the composition of the organization's staff and staff working directly in programs serving LGBT individuals. Preference will be given to applicants that can demonstrate that staff is representative of the populations proposed to be served in this application and have a successful history meeting the health and human service needs of the proposed community to be served.
  - e. Describe the agency's experience providing culturally competent services to diverse populations.
- 4. Program Narrative:** Not to exceed 1 double-spaced page.
- a. Clearly describe the proposed project/activities. It should be clear how the proposed activities address the needs identified by the applicant in the Statement of Need.
  - b. If serving youth, describe how the activities will incorporate principles of youth development.
  - c. If the proposed project includes education or services related to HIV, clearly describe the non-HIV related components of the proposal and how any HIV-related services will be integrated within a broader health promotion/health and human services project/initiative.
  - d. Describe the locations where the proposed activities will be provided.
- 5. Workplan Format:** Use Attachment 6 to complete the Workplan Format. Limited to 2 pages. Please complete the attached workplan format: state the anticipated outcomes/results of the project and objectives for achieving those outcomes. Objectives should be measurable, contain a timeframe for completion of the activities, and should form the basis of the workplan. List the specific activities, timeframes, responsible parties and methods of evaluation. Process evaluation methods should focus on the program activities and allow for monitoring of the program in the present. Outcome evaluation methods should focus on the objectives and long term outcomes.

The workplan should be consistent with and reflect the activities described in the program narrative.

- 6. Evaluation:** Not to exceed 1 double-spaced page.
- a. Provide a description of how the agency will monitor the implementation and effectiveness of the proposed activities. This includes a description of strategies for employing process and outcome evaluation methods outlined in the workplan.
  - b. Outline strategies for process evaluation that compare measurable workplan activities with performance data/information that focuses on the characteristics of the program in the present e.g., achieving desired attendance at an event.
- 7. Budget Request/Justification:** Not to exceed 3 pages.  
Complete attached Budget Request/Justification Form (Attachments 5/5A). Applicants should submit a **12-month budget** with an April 1, 2009 start date. All costs must be related to the promotion of Health and Human Services for LGBT individuals, their families and communities, be reasonable and appropriate and be consistent with the scope of the proposed activities. Justification for each cost should be included on Attachment 5. The costs associated with permanent staff positions temporarily assigned to the proposed project should be included on Attachment 5A.

**Budget Restrictions:**

- Funds may not be used to supplant funds for activities currently funded by another funding source;
- Funds may not be used to support permanent staff position(s), unless it is a temporary assignment to support the activities for the proposed project. Please note: The use of consultants is an appropriate cost under this initiative;
- Funds may not be used for permanent, capital improvements or ongoing overhead expenses;
- Funds may not be used for the purchase of major pieces of depreciable equipment;
- Funds may not be used to upgrade technology for an organization as a discrete expense, apart from related activities to enhance or expand capacity for LGBT-related services in an organization or community;
- Funds may not be used for direct clinical, medical or mental health services or direct HIV-related services including clinical, medical, mental health and support services, except for HIV awareness, education or services in the context of a broader health promotion/health and human services project/ initiative, which may include incorporation of HIV within a multi-factorial syndemic orientation.

## **B. Application Format**

Applications have an 8 page limit, excluding the budget request/justification and required attachments and supporting documentation related to organization capability. All pages should be double-spaced, except where indicated, typed using 12 point font with 1inch margins all around. All copies should be legible, pages in the body of the proposal should be numbered, and attachments should be clearly marked. All applications should conform to the format prescribed below. Points will be deducted from applications which deviate from the prescribed format.

The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Cover Sheet	1 page or less, Use Attachment #4	Required, Not Scored
Program Summary	1 page or less, single spaced	Required, Not Scored
Statement of Need	1 page or less, double spaced	15 points
Organizational Capability	1 page or less, double spaced	20 points
Program Narrative	1 page or less, double spaced	20 points
Workplan Format	2 pages or less, Use Attachment #6	10 points
Evaluation	1 page or less, double spaced	15 points
Budget Request/Justification	3 pages or less, Use Attachment #5/5A	20 points*

\* **Not counted as part of the page limit.**

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

## C. Review and Award Process

### Review Process:

Eligible applications will be reviewed and evaluated by the New York State Department of Health. Applications will be evaluated on their responsiveness to the intent of this RFA and the comprehensiveness and specificity of the information provided in response to the information requested in the Application Format.

The value assigned to each section is an indication of the relative weight that will be given when scoring the application. **A score of 65 or more is needed to be considered for an award.**

### Award Process:

Applications will be scored; and, initially, ranked separately for NYC and Rest of State. Funding awards will be made to organizations with the four highest ranking scores for NYC and to organizations with the four highest ranking scores for Rest of State. The two ranked lists for NYC and Rest of State will then be combined into one statewide list and rank ordered by score. The remainder of the awards will be made on the basis of score using the statewide list, without further geographic targeting.

If additional funding becomes available, awards will be made on the basis of score using the statewide list, without further geographic targeting, until all the funds are distributed.

## VI. Attachments

*Attachment 1: Standard Grant Contract with Appendices*

*Attachment 2: Letter of Interest Format*

*Attachment 3: Application Checklist*

*Attachment 4: Application Coversheet*

*Attachment 5: Budget Format*

*Attachment 5A: Budget Format Personal Services*

*Attachment 6: Work Plan Format*

*Attachment 7: Vendor Responsibility Questionnaire*

*Attachment 8: Vendor Responsibility Attestation*

# GRANT CONTRACT

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

<hr/>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<hr/>	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
<hr/>	APPENDIX B	Budget
<hr/>	APPENDIX C	Payment and Reporting Schedule
<hr/>	APPENDIX D	Program Workplan
<hr/>	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**

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



# STATE OF NEW YORK

## AGREEMENT

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

### WITNESSETH:

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

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

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

#### I. Conditions of Agreement

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

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

## II. Payment and Reporting

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

## III. Terminations

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

shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

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

#### V. Property

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

#### VI. Safeguards for Services and Confidentiality

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

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

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

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, without 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 -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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

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

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APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

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

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

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

- i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
- iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

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

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public

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

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
    - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was

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

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- a) Payments of reasonable compensation made to its regularly employed officers or employees;
- b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

**Instructions for Certification**

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
  - b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed

circumstances.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
  - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
    - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
    - ◆ Appendix C - Section 11, Progress and Final Reports;
    - ◆ Appendix D - Program Workplan will require OSC approval.
  - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR

shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

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

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

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

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B

**BUDGET REQUEST/JUSTIFICATION  
HHS - LGBT Individuals, Families and Communities**

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

April 1, 2009 – March 31, 2010

**ONE-TIME AWARD \$«Total Amount Requested»**

Item	Expense	Description	Justification
<b>Total One-Time Award:</b>			

Appendix B  
 Applicant: \_\_\_\_\_

**HHS – LGBT Individuals, Families and Communities  
 OPERATING BUDGET AND FUNDING REQUEST  
 PERIOD: April 1, 2009 – March 31, 2010**

**PERSONAL SERVICES**

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

(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

Health and Human Services for Lesbian, Gay, Bisexual, and Transgender Individuals, Families and Communities

One Time Award – Workplan

April 1, 2009 – March 31, 2010

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

Outcome:

OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)

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

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

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

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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





# Sample

Letter of Interest  
*or*

Letter to Receive Notification of RFA Updates and Modifications

Carmen Vazquez  
Coordinator  
LGBT Health & Human Services Unit  
NYSDOH AIDS Institute  
90 Church Street, 13<sup>th</sup> Floor  
New York, NY 10007

Re: RFA Number: 5877 FAU 0812010927  
RFA Title: Health and Human Services for Lesbian, Gay,  
Bisexual and Transgender Individuals, Families and  
Communities

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

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

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

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

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

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

Sincerely,

**NEW YORK STATE DEPARTMENT OF HEALTH  
AIDS Institute**

**APPLICATION CHECKLIST**

This form is for the applicant organization's use to ensure that all required documents are included in the application.

- Application Cover Sheet
- Application (including Program Summary, Statement of Need, Organization Capability, Program Narrative, Evaluation)
- Workplan Forms
- Budget Request/Justification Forms
- Vendor Responsibility Questionnaire and/or Vendor Responsibility Attestation

APPLICATION COVER SHEET

NEW YORK STATE DEPARTMENT OF HEALTH  
AIDS Institute

Health and Human Services for  
Lesbian, Gay, Bisexual, and Transgender Individuals, Families and Communities  
RFA Number - 5877 FAU 0812010927

APPLICANT INFORMATION:

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

Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Federal Identification #: \_\_\_\_\_

Charities Registration #: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

GRANT FUNDS REQUESTED: \$ \_\_\_\_\_

By signing below, I attest to express authority to sign on behalf of the applicant.

Applicant Representative Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**Attachment 5**

**Limit to 3 pages (including Attachment 5A)**

**BUDGET REQUEST/JUSTIFICATION  
HHS - LGBT Individuals, Families and Communities**

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

April 1, 2009- March 31, 2010

**ONE-TIME AWARD \$«Total Amount Requested»**

Item	Expense	Description	Justification
<b>Total One-Time Award:</b>			



(Limit to 3 pages including Attachment 5)

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

**HHS – LGBT Individuals, Families and Communities  
OPERATING BUDGET AND FUNDING REQUEST  
PERIOD: April 1, 2009 – March 31, 2010**

**PERSONAL SERVICES**

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

**Health and Human Services for Lesbian, Gay, Bisexual, and Transgender Individuals, Families and Communities**

One Time Award -- Workplan  
April 1, 2009 – March 31, 2010

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

**Outcome:**

<b>OBJECTIVE</b>	<b>SPECIFIC ACTIVITIES</b>	<b>TIME FRAME TO COMPLETE ACTIVITY</b>	<b>PERSON RESPONSIBLE</b>	<b>EVALUATION METHOD (PROCESS)</b>	<b>EVALUATION METHOD (OUTCOME)</b>

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**STATE OF NEW YORK**

**OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

**Attachment 7**

Error! Not a valid link.

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

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

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

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

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

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<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>29. In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:</p> <ul style="list-style-type: none"><li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li><li>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</li><li>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</li></ul> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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

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FEIN #

State of:                    )  
                                  ) ss:  
County of:                 )

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

Name of Business	Signature of Owner/Officer_____
Address	Printed Name of Signatory
City, State, Zip	Title

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Vendor Responsibility Attestation

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

**Choose one:**

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

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

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

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

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

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