

**RFA Number** OHEP 2025-01

**HEALTH RESEARCH, INC.**

**New York State Department of Health**  
*Office of Public Health*  
*Division of Public Health Infrastructure*

**Request for Applications**  
*Local Health Department Health Equity Contractor*

---

|  |   |
|--|---|
| <b>RFA Release Date:</b>                                 | <b>July 11, 2025</b>                          |
| <b>Questions Due:</b>                                    | <b>July 23, 2025</b>                          |
| <b>Questions-and-Answer Document Posted on or about:</b> | <b>July 30, 2025</b>                          |
| <b>Applications Due:</b>                                 | <b>August 15, 2025</b>                        |
| <b>Counties Served:</b>                                  | <b>All counties within<br/>New York State</b> |

**Department of Health Contact Name and Address:**

Lacey Griffin-Braaf, Procurement Manager  
Division of Public Health Infrastructure  
NYS Department of Health  
dphi@health.ny.gov

|  |                                     |
|--|-------------------------------------|
| RFA Boilerplate .....  | <b>Error! Bookmark not defined.</b> |
| I. Introduction.....   | 3                                   |
| A. Program Description .....                                   | 3                                   |
| B. Available Funding.....                                      | 4                                   |
| II. Who May Apply .....  | 5                                   |
| A. Minimum Eligibility Requirements .....                      | 5                                   |
| B. Minimum Application Requirements .....                      | 5                                   |
| III. Project Narrative/ Work Plan Outcomes.....                | 6                                   |
| A. Program Expectation.....                                    | 6                                   |
| B. Contractor Responsibilities .....                           | 6                                   |
| C. Scope of Work .....   | 7                                   |
| D. Contractor Engagement Expectations.....                     | 9                                   |
| E. Contractor Regions .....                                    | 10                                  |
| F. Performance Evaluation.....                                 | 10                                  |
| G. Program Staffing and Structure .....                        | 10                                  |
| IV. Application and Review Process .....                       | 11                                  |
| A. Applicant Questions.....                                    | 11                                  |
| B. Application Format .....                                    | 12                                  |
| C. Review Process .....  | 13                                  |
| V. Administrative Requirements .....                           | 13                                  |
| A. Issuing Agency.....   | 13                                  |
| B. Question and Answer Phase .....                             | 13                                  |
| C. How to apply .....  | 14                                  |
| D. Budget.....   | 14                                  |
| E. HRI AND THE DEPARTMENT OF HEALTH RESERVE THE RIGHT TO ..... | 15                                  |
| F. Term of Contract.....                                       | 16                                  |
| G. Payment & Reporting Requirements of Awardees.....           | 16                                  |
| H. General Specifications .....                                | 17                                  |
| I. HRI Boilerplate Agreement .....                             | 17                                  |
| VI. Attachment.....  | 27                                  |
| Key Terms.....   | 27                                  |
| Acronyms Used in This Report.....                              | 28                                  |
| New York State Department of Health .....                      | <b>Error! Bookmark not defined.</b> |
| HRI Budget Form Instructions.....                              | 30                                  |

## **I. Introduction**

### **A. Program Description**

The Office of Public Health (OPH), Division of Public Health Infrastructure (DPHI) is seeking proposals from qualified entities to support Local Health Departments (LHDs), hospitals, and community-based partners in implementing the 2025-2030 State Health Improvement Plan (SHIP) and Community Health Improvement Plan (CHIP). New York State Department of Health (NYSDOH) has adopted focus areas from Healthy People 2030 which aims to improve public health by addressing economic stability, social and community context, neighborhood and built environment, healthcare access and quality and education access and quality. This is a shift from previous iterations of the New York State Prevention Agenda, as the focus has been primarily on health conditions which involved the health care, public health and community health communities in implementing evidenced-based interventions to reduce the prevalence of health conditions identified in the State Health Assessment (SHA) as priority focus areas for the State. The new iteration encourages LHDs, hospitals and community-based partners to engage with organizations that are addressing social drivers/social determinants of health to contribute to the selection and implementation of evidence-based interventions to be implemented throughout the State.

The selected contractor will provide comprehensive technical assistance, program coordination, community engagement, partnership development, and capacity-building to help LHDs and hospitals develop and execute strategies that align with the 2025-2030 Prevention Agenda priorities- that every individual in New York State (NYS) has the opportunity, regardless of background or circumstances, to attain their highest level of health across the lifespan.

The selected contractor will work in partnership with New York State Department of Health (NYSDOH), LHDs and hospitals across the state to:

- Facilitate partnerships and collaborations between LHDs and hospitals and community-based organizations to align efforts in addressing social and economic issues that impact health.
- Enhance local capacity to assess and address optimal health.
- Provide technical assistances to LHDs and hospitals in developing, implementing and evaluating their 2025-2030 Prevention Agenda strategies.
- Support data collection and reporting to track progress and ensure accountability.
- Develop interventions and training materials to standardize best practices across NYS.

### **The Prevention Agenda**

The 2025-2030 Prevention Agenda is New York State's Health Improvement Plan (SHIP). It is a six-year initiative aimed at improving the health status of New Yorkers and reducing health disparities through prevention and collaboration. The Prevention Agenda outlines key public health priorities and interventions to improve the health and well-being of individuals in New York.

The State Health Assessment (SHA) provides an overview of what we know about the health of people who are born, live, learn, work, play, and age in New York State. The SHA includes various data sources for demographics, health outcomes, health behaviors, and community resources and is developed with over 100 critical partners. The SHA empowers public health agencies, policy leaders, community partners, and other groups to make informed decisions and drive positive changes to advance health and improve the health outcomes of the state's populations. Elements of the SHA assisted in the selection of New York's public health priorities for the 2025-2030 Prevention Agenda cycle.

The Prevention Agenda identifies twenty-four priority areas that are grouped into five domains based on Healthy People 2030's SDOH.

- Economic Stability
- Social and Community Context
- Neighborhood and Built Environment
- Health Care Access and Quality
- Education Access and Quality

LHDs must conduct a community health assessment (CHA) and develop a community health improvement plan (CHIP) at least every five years, as a prerequisite of accreditation by the Public Health Accreditation Board (PHAB).

Hospitals must conduct a community health needs assessments (CHNA) and adopt an implementation strategy to address the identified needs every three years as required by the Internal Revenue Service (IRS).

LHDs and hospitals are strongly encouraged to collaborate on their respective plans, involving community partners throughout assessment, priority selection, planning, implementation, and evaluation. This approach aims to leverage combined efforts and share resources, improve effectiveness, and reduce duplication of assessment and planning efforts.

For more information on the 2025-2030 Prevention Agenda, please visit:

[https://health.ny.gov/prevention/prevention\\_agenda/2025-2030/#:~:text=The%202025%2D2030%20Prevention%20Agenda%20outlines%202024%20key%20priorities%20to,crucial%20for%20reducing%20health%20disparities.](https://health.ny.gov/prevention/prevention_agenda/2025-2030/#:~:text=The%202025%2D2030%20Prevention%20Agenda%20outlines%202024%20key%20priorities%20to,crucial%20for%20reducing%20health%20disparities.)

## **B. Available Funding**

The total funding available for this contract is up to four hundred thousand dollars (\$400,000.00) for one (1) contractor with an anticipated start date of September 1, 2025, and end November 30, 2025.

The contract resulting from this RFA will be for a 3-month term(s). The anticipated start date of contract is September 1, 2025. However, depending on the funding source, the initial contract term could be for a shorter period. Health Research Inc. awards may be renewed through November 30, 2026, based on satisfactory performance and availability of funds. Health Research, Inc. reserves the right to revise the award amount as necessary due to changes in

the availability of funding.

## **II. Who May Apply**

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

All applicants must meet the following Minimum Eligibility Requirements:

- Applicant must be a not-for-profit 501(c)(3) community-based organization (CBO), or an academic institution
- An independent entity that is not a subsidiary of, or otherwise controlled by, any other entity and
- Applicant must have a New York State Employer Identification Number (EIN)

*Applications submitted by applicants that fail to meet the minimum eligibility criteria will not be reviewed.*

### **B. Minimum Application Requirements**

Eligible applicants must demonstrate a minimum of five (5) years addressing the following:

- Demonstrated experience in public health program implementation, providing technical assistance on health improvement initiatives and/or community health planning.
- Proven track record of working with LHDs, hospitals, CBOs and or government agencies on collaborative health improvement initiatives.
- Experience in developing and providing tailored technical assistance and training to state and/or local government and/or hospitals.
- Demonstrated experience facilitating cross-sector partnerships in public health, health equity and or community development initiatives.
- Experience supporting state and/or local government and/or hospitals participating in organizational change management and/or systems transformation to advance health equity through program and health care service delivery.
- Capacity to gather, analyze, and summarize data to inform and drive planning and strategy
- Experience creating, maintain and refining standardizing training materials, guides and toolkits.
- Strong facilitation skills and ability to promote collaboration and shared learning among diverse groups.
- Ability to conduct work across NYS, including virtual meetings and stakeholder engagement.
- Dedicated resources for project management, host meetings in-person and virtually and report out progress in meeting workplan deliverables.

For applications to be considered and scored, applicants must provide the following sections of the application:

1. Letter of Commitment from Executive Director or Chief Executive Officer, which includes organizational capability and program readiness
2. Completed Program Design/Work Plan; and
3. Budget with Justification

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

#### **A. Program Expectation**

The selected contractor is expected to provide strategic guidance and hands-on support to LHDs, hospitals and CBOs across New York State in implementing and advancing the 2025 – 2030 Prevention Agenda priorities. This includes facilitating cross-sector partnerships, promoting health equity, and implementing evidence-based interventions that address the SDOH. The contractor will lead capacity-building efforts through training, technical assistance, and peer-learning opportunities; develop and maintain tools and resources to support local planning efforts and collect and report on data that demonstrates impact.

#### **B. Contractor Responsibilities**

The selected contractor will be responsible for providing comprehensive technical assistance, program coordination, community engagement, partnership development, and capacity-building support to Local Health Departments (LHDs), hospitals, and community-based organizations (CBOs) in the implementation of their 2025–2030 Prevention Agenda priorities.

A key responsibility includes establishing and facilitating regional and statewide partnerships through structured forums that support the exchange of best practices, align efforts across sectors, and drive collective action on public health goals. This includes convening contributing partners and creating neutral spaces for collaboration to promote economic stability, improve access to quality healthcare, enhance educational opportunities, and strengthen social and community support systems.

While activities may vary based on regional and county-specific needs, the consultant will be expected to build on existing infrastructure and progress, rather than duplicating efforts. The contractor will track and evaluate partnership engagement, assess program impact, and generate actionable recommendations to enhance Prevention Agenda implementation statewide. Through this work, the consultant will play a vital role in advancing equity and ensuring that all New Yorkers can achieve optimal health outcomes.

The selected contractor will be responsible for:

- **Facilitating Strategic Partnerships**

Establish and strengthen collaboration among LHDs, hospitals, government agencies, healthcare providers, policymakers, and community-based organizations to align with the 2025–2030 Prevention Agenda priorities.

- **Providing Technical Assistance and Training**

Deliver tailored technical assistance training sessions on health equity, data-driven strategies, social and economic factors that impact health, and evidence-based

interventions. Conduct regional needs assessments to inform training topics and approaches.

- **Developing Capacity-Building Resources**

Create, maintain, and refine standardized training materials, best practice guides, fact sheets, and other resources. Develop an accessible online resource hub to support Prevention Agenda contributors across the state.

- **Supporting CHA/CHIP Implementation**

Assist LHDs, hospitals in aligning their CHIP and CHA with Prevention Agenda priorities. Provide troubleshooting support and facilitate peer-learning opportunities.

- **Promoting Collaboration and Shared Learning**

Coordinate and lead regional stakeholder meetings and structured engagement forums (e.g., workshops, advisory groups) to foster collaboration, share implementation strategies, and highlight lessons learned.

- **Monitoring Progress and Sharing Data**

Track interventions, partnership engagement, and implementation challenges. Ensure transparency and responsiveness to NYSDOH data-sharing requirements.

- **Reporting and Communication**

Submit timely progress reports, monthly expenditure vouchers, signed attendance sheets, and other required deliverables. Maintain ongoing communication with NYSDOH and remain responsive to inquiries and emerging needs.

## **C. Scope of Work**

**Deliverable 1:** *Establish and facilitate partnerships between Local Health Departments (LHDs), hospitals, government agencies, community-based organizations (CBO's), healthcare providers, and policymakers to align efforts with the Prevention Agenda.*

Activity 1: Develop a statewide directory of Prevention Agenda contributors to enhance collaboration and resource sharing. NYSDOH approval is required.

Activity 2: Coordinate and facilitate at least one regional engagement forum such as but not limited to workshops, advisory groups, and other collaborative sessions—to strengthen partnerships. Submit signed attendance sheets to NYSDOH in monthly report.

Activity 3: Coordinate and facilitate at least one statewide meeting with stakeholders on various topics as they relate to Prevention Agenda activities to strengthen partnerships. Submit signed attendance sheets to NYSDOH in monthly report.

Activity 4: Conduct a regional partnership scan by reviewing Community Health Assessments and Community Health Improvement Plans, mapping existing partnerships and initiatives, and analyzing regional data to identify unmet needs and prevent duplication efforts.

**Deliverable 2:** *Submit timely progress reports and remain responsive to state agency inquiries and needs.*

Activity 1: Submit monthly reports summarizing workplan activities, attendance and participation, key findings, challenges, and recommendations. Track interventions, action plans, and best practices.

Activity 2: Submit monthly vouchers on expenditures.

Activity 3: Maintain ongoing and open communication with NYSDOH, addressing any requests for additional information.

**Deliverable 3:** *Contribute to the development of training materials, and standardized resources to enhance the knowledge and capacity of LHDs, hospitals and CBO's.*

Activity 1: Develop resources and training materials, including but not limited to fact sheets, and best practice guides to be shared with Prevention Agenda contributors and NYSDOH based on needs and training gaps. All resources and training materials created must be shared and submitted with NYSDOH.

Activity 2: Establish an online resource hub to house materials, webinars, and training videos for contributors to access and to be shared with NYSDOH. Update and refine resources based on feedback and data analysis. Must be shared and submitted with NYSDOH.

Activity 3: Develop and submit a comprehensive training and meeting schedule, including anticipated topics, timelines, required materials, and facilitation needs.

**Deliverable 4:** *Provide technical support to LHDs, hospitals and CBO's on assessing contributing partner engagement, partnership development in addressing health inequities, data-driven decision-making, and evidenced based interventions to create their Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP).*

Activity 1: Conduct a regional training needs assessment to fill training gaps and priority areas. Submit findings to NYSDOH in quarterly report.

Activity 2: Conduct a regional partnership needs assessment by mapping existing partnerships and initiatives. Review and analyze regional data, including but not limited to Community Health Improvement Plans and Community Health Assessments, to identify unmet needs and prevent duplication of efforts. Submit findings to NYSDOH in monthly report.

Activity 3: Deliver at least one regional virtual and or in-person training session quarterly, on health equity, implementing Prevention Agenda strategies, data utilization, partner engagement and or other relevant topics as identified in needs assessments. Submit attendance log; capturing names, organizations, roles, dates, session format (virtual or in-person) and the topic addressed in monthly report.



Activity 3: Distribute post-training surveys to all attendees after all meetings to collect feedback and track implemented interventions, monitor partnership and collaborations and identify any resulting changes and or action taken. Submit findings to NYSDOH in monthly report.

**Deliverable 5:** *Support LHDs, hospitals, and CBOs in implementing interventions that align their Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP) with the 2025–2030 Prevention Agenda priorities, to help achieve their selected objectives.*

Activity 1: Coordinate and facilitate at least one regional peer-learning forum or community-of-practice meeting where stakeholders can share implantation strategies, troubleshoot barriers, and learn from successful alignment examples in other areas. Submit signed attendance sheets to NYSDOH in monthly report.

Activity 2: Provide tailored 1:1 technical assistance to LHDs and or hospitals with implementation strategies, as needed. Include documentation from any 1:1 technical assistance provided in monthly report.

Activity 3: Facilitate connections between LHDs, hospitals, and community partners to support collaborative implementation of Prevention Agenda priorities. Identify successful partnerships in monthly report.

**Deliverable 6:** *Establish open lines of communication between the contractor and NYSDOH to ensure timely data updates and enhance information sharing with LHDs and hospitals.*

Activity 1: Review and provide feedback on relevant data sources and local, regional, and state-wide to NYSDOH. Submit findings in monthly report.

Activity 2: Submit a comprehensive summary report to NYSDOH the final month of the grant. Please include survey findings, attendance records, topics addressed and any reported outcomes or change resulting from each session. For program evaluation purposes, also include the following information:

- How many people/communities/regions did your project serve?
- In which settings did you project take place?
- How well did you reach the focus population(s) for this project?
- Which counties and zip codes did your project serve?
- How many collaborative partners helped you implement your project? Were these already established partners or new partners?
- What successes and challenges emerged while implementing your project
- What are your plans, if any, to continue your project after this grant ends?

## **D. Contractor Engagement Expectations**

The selected contractor will be expected to engage with a range of partners that contribute to

improving the health of all those living in New York.

Engagement is strongly encouraged but not limited to the following entities:

1. Local public health officials and other local officials
2. Local human service agencies
3. Behavioral health advocacy organizations
4. Disability rights organizations
5. Health, behavioral health and disabilities service providers
6. Rural health networks
7. Insurers and other payers
8. Businesses providing health related services
9. Schools and institutions of higher education
10. Local housing authorities
11. Health care consumer and patient advocacy organizations
12. Other interested parties, as appropriate

## **E. Contractor Regions**

The selected contractor will provide services to LHDs and hospitals across New York State, ensuring tailored support based on regional needs. NYSDOH has regional offices covering the following areas:

- Central NY
- Capital District
- Metropolitan
- Western

*The Department reserves the right to cancel the program if statewide coverage is not achieved.*

## **F. Performance Evaluation**

The selected contractor will be measured through a performance evaluation based on the completion of tasks and adherence to the timeline outlined in the scope of work. They will be expected to submit timely progress reports and other deliverables related to Prevention Agenda activities, as identified in the scope of work, and respond promptly to inquiries from NYSDOH. Metrics monitoring and analysis conducted as part of the contract will contribute to the performance evaluation and will be used to assess progress toward the goals and objectives of the Prevention Agenda.

## **G. Program Staffing and Structure**

The consultant will assemble a dedicated program team responsible for coordinating and implementing all deliverables outlined in the scope of work. This team will include staff that will provide strategic oversight, manage activities across different geographic areas, and provide technical assistance to support LHDs and hospitals. Staff will work collaboratively to establish,

maintain and evaluate partnerships, deliver training and technical support, develop standardized resources, and analyze public health data. Staff will organize meetings, facilitate peer-learning forums, and provide ongoing 1:1 support as needed. The team will also be responsible for data collection, partner engagement tracking, and submission of all required documentation and progress reports to the New York State Department of Health.

#### **IV. Application and Review Process**

Applications and supporting documentation must be **received** in SM Apply© by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted. \*

**Applications will *not* be accepted via fax or e-mail.**

\*It is the applicant's responsibility to see that applications are submitted in SM Apply© prior to the date and time specified above. Late applications due to documentable delay by the carrier may be considered at HRI's discretion.

Applications meeting the minimum eligibility requirements will be reviewed and evaluated competitively by a panel convened by the Division of Public Health Infrastructure using an objective rating system (applicant questions below) reflective of the required items specified for each component. An application that does not meet the minimum eligibility requirements will not be evaluated. The applicant with the highest acceptable score will be selected.

##### **A. Applicant Questions**

##### **Applicant Organization (30 points)**

1. Has the organization contracted with or received funding from NYSDOH or HRI? (5 bonus points if never received funding. No points will be given if the organization has received funding from NYSDOH)
2. Describe the organization's mission (5 points)
3. Please provide a specific example of a time when the organization implemented a state-wide public health program and or initiatives. (10 points)
4. Please describe a specific example of a time when the organization successfully organized and facilitated collaborations and or partnerships between multiple partners with different and varying priorities? Describe the challenges faced and what specific actions were taken to ensure alignment and productive engagement. (10 points)
5. Upload a letter of commitment from the Executive Director or Chief Executive Officer in the organization showing their ability to perform the tasks. The letter must include a clear description of: (5 points)

1. Organizational capability and program readiness to start the work

2. Description of the organizations experience providing state-wide services and supports. Include examples and five years of experience
3. Ability to complete scope of work as described in the work plan

### **Program Summary (55 points)**

1. Please provide a specific example of when your organization provided technical assistance or training to state entities, local health departments and or similar organizations. How did the organization tailor their approach to meet the diverse needs of all involved? (10 points)
2. Describe a time the organization developed training materials, or standardized resources to support public health initiatives. How did the organization ensure these materials were effective, accessible and widely adopted? (5 points)
3. Please share an example of when the organization helped align a program or initiative with broader strategic priorities (e.g. state health improvement plans, equity goals, federal/state mandates). What steps did the organization take to ensure consistency and prevent duplication of efforts? (10 points)
4. Describe the organizations experience collecting and analyzing public health or healthcare data to inform decision-making. Please provide a specific example, including the purpose, data source, methods, and how the insights were used to guide action. (10 points)
5. Share an example of a time when the organization prepared reports for government agencies or large organizations. How did you ensure accuracy, timeliness, and compliance with reporting requirements? (10 points)
6. Describe a significant challenge the organization faced while implementing a public health or community program. What steps did the organization take to address the challenge, and what was the outcome? (10 points)

### **Budget and Justification (15 points)**

1. Complete and upload a budget in SM Apply© assuming a September 1, 2025 start date and November 30, 2025 end date using the [Budget Form Excel file](#). (5 points)
2. Applicants should detail all Personal Services expenses for the program related to this project, including a brief description of duties supported by this contract. (5 points)
3. Detail all expenses on the Supplies, Travel, and Equipment, Miscellaneous, and Subcontracts and Admin tabs on the Budget Form Excel file reflect the Scope of Work. Administrative costs (capped at 10% MTDC) should be in line-item detail; lump sum administrative costs or rates will not be considered. NYSDOH/HRI may require a reduction in administrative costs for funded applicants if costs are not justified. (5 points)

### **B. Application Format**

ALL APPLICATIONS MUST 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.

1. *Applicant Organization* (Maximum Score: 30 points)

2. *Program Summary* (Maximum Score: 55 points)

3. *Budget Justification* (Maximum Score: 15 points)

### **C. Review Process**

Applications meeting the minimum eligibility requirements will be reviewed and evaluated competitively by a panel convened by the Division of Public Health Infrastructure using an objective rating system reflective of the required items specified for each component. An application that does not meet the minimum eligibility requirements will not be evaluated. The applicant with the highest acceptable score will be selected.

The total maximum score any application can receive is 100 points.

Five (5) bonus points will be given to organizations who have not received funding from NYSDOH or HRI in the past. In the event of a tie score, preference will be given to the applicant with the highest score for question 2 and 5.

An email will be sent from [dphi@health.ny.gov](mailto:dphi@health.ny.gov) to let applicants know if they have been selected or not selected for this opportunity. Once award notices have been sent, applicants may request a debriefing of their application (whether their application was selected or not selected). Please note the debriefing will be limited only to the organization's application and will not include any discussion of other applications. Requests must be received no later than fifteen (15) business days from the date of award or non-award announcement via email. To request a debriefing, please send an email to [dphi@health.ny.gov](mailto:dphi@health.ny.gov). In the subject line, please write: Debriefing Request

## **V. Administrative Requirements**

### **A. Issuing Agency**

This RFA is issued by Health Research, Inc. (HRI) and the NYS Department of Health (NYS DOH) Division of Public Health Infrastructure (DPHI). HRI/NYS DOH are responsible for the requirements specified herein and for the evaluation of all applications.

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

All substantive questions by applicants with respect to any aspect of the RFA must be submitted via email at: **[dphi@health.ny.gov](mailto:dphi@health.ny.gov)**

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 via email at: [dphi@health.ny.gov](mailto:dphi@health.ny.gov)

***Questions are of a technical nature if they are limited to how to prepare the 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 HRI's public website at: <http://www.healthresearch.org/funding-opportunities>. Questions and answers, as well as any updates and/or modifications, will also be posted on HRI's website. All such updates will be posted by the date identified on the cover sheet of this RFA

### **C. How to apply**

Applications must be **received** in SM Apply© by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted. \*

**Applications will not be accepted via fax or e-mail.**

\*It is the applicant's responsibility to see that applications are submitted in SM Apply© prior to the date and time specified above. Late applications due to documentable delay by the carrier may be considered at HRI's discretion.

### **D. Budget**

Applicants are instructed to complete a budget for one contract cycle from September 1, 2025 to November 30, 2025 using the Budget Form Excel template. All costs must be consistent with the scope of services, reasonable, and cost effective. Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items. No direct health care services will be funded by this program. Justification for each cost should be submitted in narrative form on the budget. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. Indirect costs, applied as a percentage to the budget, cannot exceed 10% Modified Total Direct Cost (MTDC) THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF.

Complete and upload a budget in SM Apply© assuming a September 1, 2025 start date and November 30, 2025 end date using the [Budget Form Excel file](#).

Applicant should detail all Personal Services expenses for the program related to this project, including a brief description of duties supported by this contract.

Detail all expenses on the Supplies, Travel, and Equipment, Miscellaneous, and Subcontracts and Admin tabs on the Budget Form Excel file reflect the Scope of Work. Administrative costs (capped at 10% MTDC) should be in line-item detail; lump sum administrative costs or rates will not be considered. NYSDOH/HRI may require a reduction in administrative costs for funded applicants if costs are not justified.

## **E. HRI AND THE DEPARTMENT OF HEALTH RESERVE THE RIGHT TO**

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should HRI be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.

15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offer's application and/or to determine an offer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

## **F. Term of Contract**

Any contract resulting from this RFA will be effective only upon final approval by Health Research, Inc.

It is expected that contracts resulting from this RFA will have the following term: *September 1, 2025 – November 30, 2025*. Renewals are dependent upon satisfactory performance and continued funding. HRI reserves the right to revise the award amount as necessary due to changes in the availability of funding.

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

The Contractor must submit monthly vouchers and reports required through SM Apply©.

To contract with HRI and receive funds under this funding opportunity, organizations are required to have a SAM.gov Unique Entity ID (UEI) number. If you do not already have a UEI, please visit [SAM.gov | Home](https://sam.gov) to get a Unique Entity ID number. Obtaining a UEI number may take several weeks, so it is best to begin the process now. This will ensure that if you are selected for this funding opportunity, there will not be a delay in the contracting process.

## **Additional Information**

- Successful applicants will be expected to enter into a contractual agreement with HRI.
- If applicant is already receiving funding for similar work, they must show how this new funding would be used for work that is distinct from existing efforts.
- Applicant must have experience working directly with the populations they will serve, and the capacity to plan and conduct the trainings and activities.
- Final approved budget will be coordinated with the awardee.



## H. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by HRI during the Question-and-Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of HRI 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, HRI 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.
6. Applicant must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

## I. HRI Boilerplate Agreement

**THIS AGREEMENT**, made as of XXX (the "Effective Date"), by and between **HEALTH RESEARCH, INC.**, a not-for-profit corporation organized and existing under the laws of the State of New York, with principal offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY 12204, hereinafter referred to as **HRI**, and **XXXXXX**, located at XXXXX, herein after referred to as the **CONSULTANT**.

WITNESSETH

**WHEREAS**, HRI has been awarded a grant from XXXXXXXX for the conduct of a project entitled "XXX"; and,

**WHEREAS**, funding for the project, in whole or in part, is provided under a federal government grant or contract; and,

**WHEREAS**, HRI desires the Consultant's performance of certain services for HRI in connection with such project; and,

**WHEREAS**, Consultant has represented to HRI that "he/she/it" is competent, willing and able to perform such services for HRI.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1. Consultant agrees to perform, as an independent contractor and not as an employee or agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, XXXX.
2. The Agreement shall be effective and allowable costs may be incurred by the Consultant from the Effective Date and shall continue until XXX (the "Term") unless terminated sooner as hereinafter provided or extended by written agreement of the parties.
3. In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored. Any reimbursement payable hereunder by HRI to the Consultant shall be subject to retroactive reductions and/or repayment for amounts included therein which are identified by HRI, on the basis of any review or audit, to not constitute an allowable cost or charge hereunder.
4. The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant, and confirmed in writing. In no event shall the total consideration under this Agreement exceed «Total Contract Amount Typed Out» Dollars (\$XXXXX).
5. Consultant acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials, (collectively "Works") made, produced or delivered by Consultant in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire". Consultant will assign, and hereby assigns and transfers, to HRI all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that all Works shall be original except for such portion from copyrighted works as may be included with Consultant's advance permission of the copyright owner(s) thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others. Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the

results or conclusions made pursuant to this Agreement without the prior written consent of HRI.

6. Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party. For the purposes of this paragraph "party" on the part of HRI shall include the State of New York and the NYS Department of Health.
7. It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation, without the advance written consent of HRI.
8. The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent contractor. Under no circumstance shall the Consultant be considered an employee or agent of HRI. This Agreement shall not be construed to contain any authority, either expressed or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.
9. Consultant is solely responsible for complying with all applicable laws and obtaining, at Consultant's sole expense, any and all licenses, permits, or authorizations necessary to perform services hereunder. Without limiting the generality of the foregoing, Consultant acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that Consultant 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, Consultant agrees that neither it nor its authorized subcontractors, if any, 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. Consultant 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. Consultant further agrees to the related terms and conditions set forth in Appendix "A".
10. This Agreement shall be void and no force and effect unless Consultant shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of Workers' Compensation Law.
11. Unless otherwise agreed by HRI, Consultant shall maintain, or cause to be maintained, during the Term of this Agreement, insurance or self-insurance equivalents of the following types and amounts: a) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate; b) HRI and the People of the State of New York shall be included as Additional Insureds on the Consultant's CGL, using ISO Additional Insured

Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Consultant. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds; c) other such insurance as may be specified by HRI, depending on the project and services provided by Consultant.

12. Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter. HRI shall have reasonable access to such Records as necessary for the purposes of inspection, audit, and copying. Records shall be maintained as Confidential Information and protected from public disclosure.
13. This Agreement, including all applicable attachments and appendices thereto, represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except in writing, duly executed by both parties hereto.
14. HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so, or as directed by the project sponsor. Such termination shall not affect any commitments which, in the judgment of HRI, have become legally binding prior to the effective date of termination. Upon termination of the Agreement by either party for any reason, Consultant shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination. It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations, hereunder, at the time of such termination, such right of termination on the part of HRI shall expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.
15. Consultant acknowledges and agrees that, during the course of performing services for HRI, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Consultant agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Consultant will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Consultant will not disclose Confidential Information to any third party without HRI's advance written consent.
16. Consultant represents and warrants that: a) it has the full right and authority to enter into and perform under this Agreement; b) it will perform the services set forth in Exhibit "A" in a workmanlike manner consistent with applicable industry practices; c) the services, work products, and deliverables provided by Consultant will conform to the specifications in Exhibit "A"; d) there is no pending or threatened claim or litigation that

would have a material adverse impact on its ability to perform as required by this Agreement.

17. Consultant shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Consultant's duties under this Agreement. In the event any actual or potential conflict arises, Consultant agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Consultant's performance under this Agreement.
18. Consultant agrees to defend, indemnify and hold HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York, harmless from any losses, claims, damages, expenses, and liabilities (including reasonable attorneys' fees arising out of: (i) any act or omission by Consultant in connection with the performance of services constituting negligence, willful misconduct, or fraud; (ii) the breach of the confidentiality obligations set forth herein; (iii) any claim for compensation or payment asserted by any employee or agent of Consultant; (iv) Consultant's failure to carry out Consultant's responsibilities under this Agreement; (v) any intellectual property infringement or misappropriation by Consultant in connection with the services provided under this Agreement.
19. Should any provision of this Agreement be proven to be invalid or legally ineffective, the overall validity of this Agreement shall not be affected. Unless the parties agree on an amended provision, the invalid provision shall be deemed to be replaced by a valid provision accomplishing as far as possible the purpose and intent of the parties at the date of the Agreement.
20. The failure of HRI to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right of HRI, or other rights of HRI under the Agreement, or excuse a subsequent failure to perform any such term or condition by Consultant.
21. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The jurisdictional venue for any legal proceedings involving this Agreement shall be in the State of New York. Disputes involving this Agreement may not be submitted to binding arbitration.
22. In addition to the methods of process allowed by the State Civil Practice Law & Rules (CPLR), in any litigation arising under or with respect to this Agreement, Consultant hereby consents to the service of process upon it by registered or certified mail, return receipt requested, and will promptly notify HRI in writing in the event there is any change of address to which service of process can be made.
23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

24. Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof, including the provisions required for federally funded projects, if applicable.

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part of said Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:

- (a) Equal Opportunity, Non-Discrimination, and Notice of Labor Rights - Consultant acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of \$50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation. **Consultant shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.**
- (b) EEO Reporting - If Consultant is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans' Employment Report VETS-4212, Consultant certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

- (c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. Consultant must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

## 2. Assurances Required by DHHS--HHS (Where Applicable)

### (a) Human Subjects, Derived Materials or Data

The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete an HHS 596 form on an annual basis.

### (b) Laboratory Animals

The Consultant agrees to abide by HHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure HHS, in writing that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled "Principles for Use of Animals" and "Guide for the Care and Use of Laboratory Animals."

### (c) Recombinant DNA

The Consultant agrees to abide by the current HHS Guidelines for Research Involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Consultant and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research

Neither Consultant nor anyone working on its behalf shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity that may create a conflict, or the appearance of a conflict, with the proper discharge of Consultant's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement.

(e) Additional Assurances

Should any additional DHHS-HHS regulations be promulgated that are applicable to this Agreement, the Consultant and HRI will review and agree to include them as part of this Agreement.

(f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

The following provisions 3-6 are applicable to federally funded projects:

3. Clean Air Act and the Federal Water Pollution Control Act Compliance - If this Agreement is in excess of \$150,000, Consultant agrees to comply and to require that all subcontractors comply, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. Notice as Required Under Public Law 103-333 - The Consultant is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The



DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

5. Required Federal Certifications - Acceptance of this Agreement by Consultant constitutes certification by the Consultant of all of the following:

- (a) The Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) The Consultant is not delinquent on any Federal debt.
- (c) The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) requiring for Agreements of \$100,000 or more, that Consultant (i) will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, and (ii) will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (d) The Consultant shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- (e) The Consultant has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- (f) The Consultant maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- (g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Consultant is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

6. Whistleblower Policy - Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. This program requires all grantees, sub-grantees and subcontractors to: inform their employees working on any federally funded

award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or sub-grantee.

The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for ‘whistleblowing’”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or sub-grantee who has the responsibility to investigate, discover or address misconduct.

The Consultant shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

7. The following pertains only to Consultants located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.

## VI. Attachment

### Key Terms

| Term                                | Meaning   |
|-------------------------------------|---|
| <b>Best practices</b>               | Intervention that has been shown to be effective in achieving positive health outcomes and can be implemented in various settings to address specific health issues. <sup>2</sup>   |
| <b>Contributors</b>                 | Individuals and groups, including New York State Department of Health staff and external participants, who actively engaged in and contributed to the development of the Prevention Agenda through their expertise, lived experience, leadership governance, or other valuable input.   |
| <b>Domain</b>                       | The 2025-2030 Prevention Agenda groups priorities into <u>5</u> five major social determinants of health (in prior cycles, domains were called priorities). The current cycle of the Prevention Agenda bases its <u>5</u> five domains on the <u>5</u> five domains of social determinants of health defined by Healthy People 2030.  |
| <b>Evidence-based Interventions</b> | Interventions that have been proven effective within certain circumstances, environments, and cultures. The effects are clearly linked to the activities themselves, not to outside unrelated events. Evidence of effectiveness is demonstrated by:<br><ol style="list-style-type: none"><li>1. inclusion in federal registries of data-driven interventions;</li><li>2. reports in peer-reviewed journals; or</li></ol> documentation in other reputable sources of information.   |
| <b>Equity</b>                       | Policies and practices that lead to equitable outcomes, meaning everyone gets what they need to be successful. Equity ensures that identity is not predictive of opportunities or outcomes. <sup>4</sup>  |
| <b>Health</b>                       | A state of optimal physical, mental, and social well-being. <sup>5</sup>  |
| <b>Health disparities</b>           | Measurable differences in the burden of disease, injury, violence, or opportunities to achieve optimal health between population groups. <sup>6</sup> Health disparities may lead to differences in health outcomes that are avoidable, unfair, and unjust  |
| <b>Health equity</b>                | Everyone has a fair and just opportunity to be healthy, where no one is limited in achieving optimal health because of who they are or where they live. This means that to work towards health equity, everyone must be able to access and experience the conditions in life that contribute to optimal health: safe and secure housing, steady and livable income, quality education, social support networks, quality health care, nutritious food, safe transportation, green spaces, clean air and water, and freedom from discrimination based on race, gender, sexual orientation, disability status, or any other part of one's identity. In a world where health equity is the norm, everyone has fair and just access to |

|                                      |   |
|--------------------------------------|---|
|                                      | these conditions, and therefore, has a fair and just opportunity to achieve optimal health. <sup>7</sup>  |
| <b>Health inequity</b>               | Differences in health that are unnecessary, unfair, unjust, and avoidable which inherently make individuals more underserved. Health inequities are rooted in different levels of access to the social determinants of health, and social injustices. <sup>7</sup>  |
| <b>Indicator</b>                     | A specific metric or measure used to evaluate progress of a given initiative by quantifying intermediate outcomes, typically expressed as a number, percent, or rate.   |
| <b>Interventions</b>                 | Policies, programs, or other actions intended to address the objectives.  |
| <b>Race</b>                          | Today, the term “race” is usually used to refer to a group of people descended from common ancestors (often from the same geographic area). However, it’s important to note that racial categories and labels are considered social constructs that are not based in biology. <sup>13</sup> The labels of race have historically been used to create advantages and disadvantages between these categories of people. <sup>14</sup>   |
| <b>Social determinants of health</b> | <p>Social determinants of health (SDOH) are the conditions in the environments where people are born, live, learn, work, play, worship, and age, that affect a wide range of health, functioning, and quality-of-life outcomes and risks. As defined by Healthy People 2030, SDOH can be grouped into <u>5</u> five domains:</p> <ol style="list-style-type: none"> <li>1. Economic Stability</li> <li>2. Social and Community Context</li> <li>3. Neighborhood and Built Environment</li> <li>4. Health Care Access and Quality</li> <li>5. Education Access and Quality</li> </ol> <p>The five domains of the 2025-2030 Prevention Agenda align with this structure.<sup>15</sup></p> |

## Acronyms Used in This Report

| Acronym     | Meaning  |
|-------------|--|
| <b>CBOs</b> | Community-Based Organizations  |
| <b>CHA</b>  | Community Health Assessment. The CHA is developed by local health departments and hospitals and includes an analysis of county-level secondary data and, where available, primary data on health status, demographics, and community resources. Based on this assessment, local health departments and hospitals identify key community health priorities and develop a plan to address them, ensuring a strategic approach to improving public health outcomes. |
| <b>CHIP</b> | Community Health Improvement Plan. The CHIP is developed by local health departments and must align with Prevention Agenda priorities and objectives and incorporate evidence-based interventions to address selected priorities.  |

|             |   |
|-------------|---|
|             | CHIPs are updated annually, with the Office of Local Health Services assisting local health departments in monitoring performance.  |
| <b>CSP</b>  | Community Service Plan. Hospitals typically refer to the Community Health Assessment (CHA) as the Community Health Needs Assessment (CHNA) and the Community Health Improvement Plan (CHIP) as the Community Service Plan (CSP), though the content is similar. |
| <b>IRS</b>  | Internal Revenue Service  |
| <b>PHAB</b> | Public Health Accreditation Board   |
| <b>LHDs</b> | Local Health Departments  |
| <b>OPH</b>  | New York State Department of Health, Office of Public Health  |
| <b>SDOH</b> | Social Determinants of Health   |
| <b>SHA</b>  | State Health Assessment   |
| <b>SHIP</b> | State Health Improvement Plan   |
| <b>EIN</b>  | Employee Identification Number  |

# HRI Budget Form Instructions

## Page 1 - Summary Budget

A. This page is linked to the other pages of the budget. The amount requested for each major category should auto-populate as you complete the budget forms. These include:

1. Salaries
2. Fringe Benefits
3. Supplies
4. Travel
5. Equipment
6. Miscellaneous (includes Space, Telecommunications and Other)
7. Subcontracts/Consultants
8. Indirect Costs

B. The column labeled Third Party Revenue should only be used if a grant-funded position on this contract generates revenue. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third-Party Revenue column.

## Page 2- Salaries

Please include all positions for which you are requesting reimbursement on this page. If you wish to show in-kind positions, they may also be included on this page.

Please refer to the instructions regarding the information required in each column. These instructions are provided at the top of each column. Following is a description of each column in the personal services category:

- Column 1: For each position, indicate the title along with the incumbent's name. If a position is vacant, please indicate "TBD" (to be determined).
- Column 2: For each position, indicate the number of hours worked per week regardless of funding source.
- Column 3: For each position, indicate the total annual salary regardless of funding source.

Columns 4, 5, and 6 request information specific to the proposed program/project.

- Column 4: Indicate the number of months or pay periods each position will be budgeted.
- Column 5: For each position, indicate the percent effort devoted to the proposed program/project.
- Column 6: Indicate the amount of funding requested from the Bureau of AIDS Institute for each position.
- Column 7: If a position is partially supported by third party revenue, the amount of the third-party revenue should be shown in Column 7.

The totals at the bottom of Columns 6 and 7 should be carried forward to page 1 (the Summary Budget).  
LHD Health Equity Contractor

### **Page 3 - Fringe Benefits and Position Descriptions**

On the top of page 3, please fill in the requested information on fringe benefits based on your latest audited financial statements. Also, please indicate the amount and rate you are requesting for fringe benefits in this proposed budget. If the rate requested in this proposal exceeds the rate in the financial statements, a brief justification should be attached.

The bottom of the page is for position descriptions. For each position, please indicate the title (consistent with the title shown on page 2, personal services) and a brief description of the duties of the position related to the proposed program/project. Additional pages may be attached if necessary.

### **Page 3A – Additional area for Position Descriptions**

**Page 4 – Supplies, Travel and Equipment** - Please refer to the instructions regarding the information required in each section.

**Page 5 – Miscellaneous** (Telecommunications, Space and Other) - Please refer to the instructions regarding the information required in each section.

### **Page 6 –Subcontracts/Consultant/ Indirect Costs**

Please indicate any services for which a subcontract or consultant will be used. Include an estimated cost for these services.

An indirect cost rate of up to 10% of modified total direct costs can be requested. If your organization has a federally approved rate, an indirect cost rate of up to 20% of total direct costs can be requested. If your agency has a federally approved rate of less than 20%, the maximum indirect rate that can be requested is the federally approved rate.

### **Page 7 - Budget Justification**

Please provide a narrative justification for each item for which you are requesting reimbursement. (Do not include justification for personal services/positions, as the position descriptions on page 3 and 3A serve as this justification.) The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project. The budget justification should not exceed two-double spaced pages in total.