

**RFA # 1309240830**

**New York State Department of Health AIDS Institute  
and  
Health Research Inc. (HRI)**

**Office of the Medical Director  
Treatment Adherence Initiative  
Request for Applications (RFA)  
Internal Program # 13-0001**

***Linkage, Retention and Antiretroviral Treatment Adherence in HIV Primary Care  
Settings***

**Component A: Linkage, Retention and Medication Adherence  
Component B: Engagement and Retention Data Center**

<b>RFA Release Date:</b>	<b>December 6, 2013</b>
<b>Deadline to Submit Questions:</b>	<b>December 20, 2013</b>
<b>RFA Updates and Questions and Answers Posted:</b>	<b>January 7, 2014</b>
<b>Letters of Interest Due:</b>	<b>January 10, 2014</b>
<b>Applications Due:</b>	<b>January 29, 2014 by 5:00pm</b>

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**How to File an Application**

**An original, signed, unbound application and seven (7) copies with all attachments must be received at the following address by 5:00 pm on January 29, 2014.**

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Albany, New York 12237-0658

**Late Applications will not be accepted.** See pages 16 & 17 of the RFA for more instructions.

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**Attachments – Informational only (these do not need to be completed)**

Attachment 1: NYS Master Grant Contract Template  
Attachment 5: Budget Instructions  
Attachment 10: General Terms and Conditions HRI Contracts  
Attachment 11: Regional Map

**All Components - Required Attachments**

Attachment 2: Letter of Interest Format  
Attachment 3: Application Checklist  
Attachment 4: Application Cover Sheet  
Attachment 6: Application Budget Format  
Attachment 7: Facility Organizational Chart  
Attachment 8: Program Specific Organizational Chart  
Attachment 9: Vendor Responsibility Attestation

**Component A – Required Attachments**

Attachment 12 Treatment Adherence Barrier Assessment Form  
Attachment 13: List of Treatment Adherence Educational Modules and Source  
Attachment 14: Treatment Adherence Service Plan Form  
Attachment 15: Program Work Plan – Component A  
Attachment 16: Staff Curriculum Vitae

**Component B – Required Attachments**

Attachment 17: Implementation Timeline  
Attachment 18: Bidders Security Plan – Component B Only  
Attachment 19: Program Work Plan - Component B

# Linkage, Retention and Antiretroviral Adherence in HIV Primary Care Settings

## I. Introduction

### A. Description of the Program

The New York State Department of Health (NYSDOH), AIDS Institute (AI) Office of the Medical Director (OMD), Health Research, Inc. (HRI) announce the availability of state and federal funds to integrate linkage, retention and treatment adherence services into the continuum of HIV primary care. OMD oversees programs and initiatives which focus on clinical guidelines, quality of care, clinical and non-clinical education training and materials, linkage and retention in primary health care and treatment adherence. OMD is first and foremost committed to ensuring that care and treatment for people living with HIV in New York State is of the highest quality.

### B. Background

The Centers for Disease Control (CDC) estimates that 1.2 million people in the United States are currently living with HIV/AIDS (2012). Although the incidence of HIV has decreased dramatically from the height of the epidemic, HIV still infects an estimated 50,000 people every year (Centers for Disease Control and Prevention, 2012). New York State continues to lead the nation in the cumulative number of AIDS cases, incidence of AIDS, and is third in AIDS case rates per 100,000 population after the District of Columbia and the state of Maryland. (Henry J. Kaiser Family Foundation, 2010). Over 197,500 persons had been diagnosed with AIDS in New York State through 2011, and roughly 156,290 individuals are estimated to be currently living with HIV/AIDS (New York State Department of Health, 2011).

New York State's efforts to reduce the incidence and impact of HIV/AIDS within the State have resulted in important successes. New HIV diagnoses have decrease 37% from 2002 through 2010. Intravenous Drug Users (IDU), including those with dual risks of IDU and men that have sex with men (MSM), have decreased as a percentage of new diagnoses from 12% in 2002 to 4% in 2010. In 2010, New York State met a CDC goal for the elimination of mother to child transmission (MTCT).

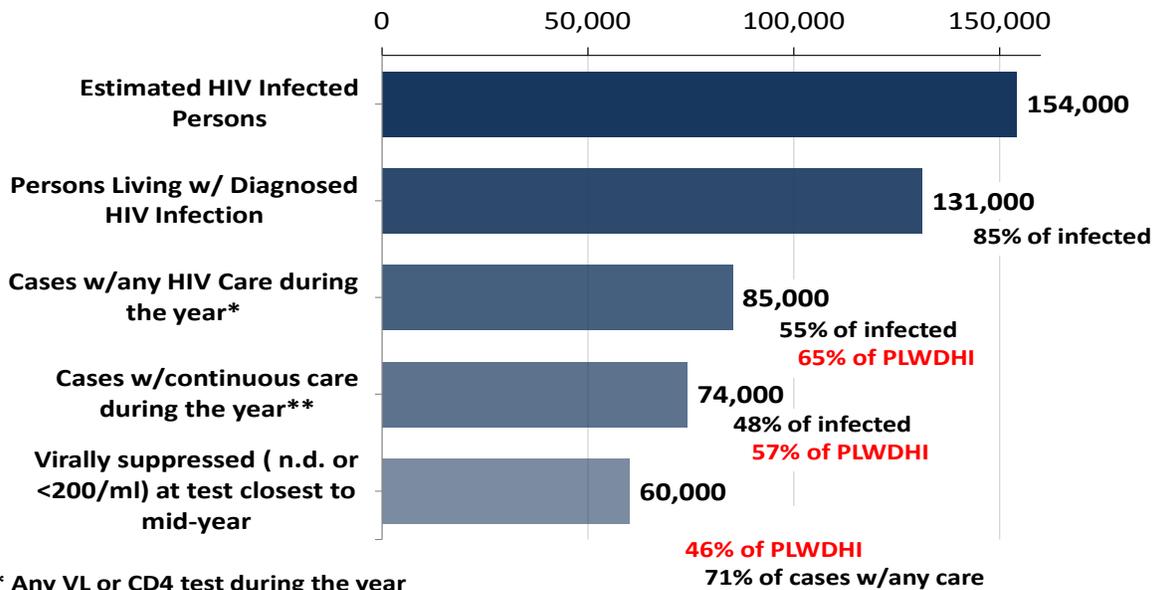
The National HIV/AIDS Strategy, developed in 2010, identifies three primary goals for addressing HIV and AIDS epidemic in the United States: (1) reduce new HIV infections, (2) increase access to care and improve health outcomes for people living with HIV/AIDS, and (3) reduce HIV related health disparities. New York State has undertaken a number of activities and initiatives to address these goals and has established specific outcomes that support the National HIV/AIDS Strategy. By 2015, New York State will:

- Link 85% of newly diagnosed persons to care within 3 months;
- Retain 80% of people living with diagnosed HIV infection (PLWDHIV) in continuous care;
- Increase the proportion of HIV diagnosed gay and bisexual men with undetectable viral load by 20 percent;

- Increase the proportion of HIV diagnosed Blacks with undetectable viral load by 20 percent;
- Increase the proportion of HIV diagnosed Latinos with undetectable viral load by 20 percent.

To better understand the state of HIV infection and the current continuum of engagement in care of people living with HIV/AIDS within New York State, data from the New York State HIV Surveillance System, as well as other surveillance data, were combined to create the chart below, known as the HIV Cascade of Care. This chart outlines the number of persons estimated to be infected with HIV in New York State; the number and percentage of those who have been diagnosed; the number and percentage of those diagnosed who are in HIV care and the number and percentage of those in care who are virally suppressed as of 2011. These data form a baseline to inform the activities and outcomes for this RFA.

## Cascade of HIV Care New York State, 2011



\* Any VL or CD4 test during the year  
 \*\* At least 2 tests, at least 3 months apart

(n.d. stands for non-detectable)

Based on the 2011 data indicated above, it is clear that a significant number of people in New York State living with HIV/AIDS are not engaged in HIV care. Of particular note are the facts that:

- 35% of persons living with diagnosed HIV Infection (PLWDHIV) in NYS had no HIV lab tests reported to NYSDOH during the year 2011;
- Of the nearly 129,000 people living with diagnosed HIV Infection (PLWDHIV) in New York State, only 46% were virally suppressed. While this far exceeds the national rate of 25% (CDC, July 2012) it constitutes less than 50% of PLWDHIV in New York State

In addition, data from various sources indicate that the retention of PLWHIV/AIDS in primary HIV care is low. In general, estimates of retention rates in the United States range from 18-61%.

Providing HIV primary care and antiretroviral medications to PLWHIV/AIDS has significant health benefits to the individual through a longer and healthier life. Research has demonstrated that suppressed HIV viral loads also benefit the community through the lowered risk of HIV transmission. The importance of effective HIV treatment is evident at both the individual and the community level. However, these benefits cannot be realized without linkage and retention in care and successful adherence to antiretroviral (ART) medications.

Clearly, New York State's goals for viral suppression cannot be met without addressing the critical barriers to linkage and retention in care among PLWHIV/AIDS, as well as the challenges presented by ART regimens. Many of the barriers to success in each of these key components of care (linkage, retention and medication adherence) are the same or interconnected. Factors such as psychological distress, substance use, unstable housing, lack of social support, limited health literacy, and the often debilitating side effects of some antiretroviral medications can disrupt successful HIV treatment at any point in the continuum of care.

The path for realizing New York State's goals of increasing access to care and improving health outcomes for PLWHIV/AIDS by increasing viral suppression lies in establishing a seamless system to link and retain PLWHIV/AIDS in continuous and coordinated quality care. Such a system would work across communities and disciplines to address barriers that may present at any stage of HIV care and utilize evidence based strategies that promote success.

NY Links, supported through Special Projects of National Significance (SPNS), is an example of how New York State is working to improve linkage, retention and engagement in HIV primary care through the following measures:

- Linkage to Care among Newly Diagnosed Persons: percentage of newly diagnosed patients in the reporting period who had their first HIV primary care visit within 30 days of the date of their confirmatory HIV test.
- New Patient Retention: percentage of new patients who have their initial HIV primary care medical visit during their first four months of the 12 month measurement period who had an HIV clinical care visit in each of the subsequent four month periods in the measurement period.
- Global Retention: Percentage of patients with at least one visit during the first six months of the 24 month measurement period, who had at least one HIV primary care visit in each 6 month period of the remaining 18 months of the measurement period with a minimum of 60 days between medical visits.
- New Patient Clinical Engagement: percentage of new patients without a documented HIV primary care provider that have an HIV clinical care visit within 30 days of first visit in the general medical program.
- Clinical Engagement: percentage of active HIV patients with a general medical encounter during the reporting period who have a documented or self-reported HIV primary care visit with the prior 6 month period.

The NYSDOH/AI seeks to build on this approach by funding a new model of linkage, retention and treatment adherence services. Elements of a successful model of care would utilize a clinic wide multi-disciplinary team to provide a comprehensive approach to assisting patients in linking to HIV care, identify and actively address the needs of patients at risk for becoming lost to follow up and assess and monitor patient medication adherence and health outcomes.

In order to address barriers related to linkage and retention, the multi-disciplinary teams will need to work with community partners to ensure case management and care coordination as well as the provision of other supportive services such as pharmacy services, substance abuse treatment, mental health services and other services shown to facilitate participation in health care. Programs funded under this initiative will also provide medication readiness assessment, treatment planning, medication and adherence education and support as well as medication adherence measurement and support.

Funded agencies will be required to provide monthly narrative descriptions of the program's progress in meeting work plan objectives and participate in a collaborative process with the AIDS Institute to evaluate the outcome of services and activities. For statistical reports, the AIDS Institute requires maintenance and reporting of unduplicated client-level data, including demographics and service histories, in accordance with federal and/or state report content requirements. The AIDS Institute supplies and supports the AIDS Institute Reporting System (AIRS) software, formerly known as the Uniform Reporting System (URS), to enable providers to meet data submission requirements. Funded providers will be required to collect and report data using AIRS. Details on this software product may be obtained by accessing this Internet address: [www.airсны.org](http://www.airсны.org). If providers demonstrate that their data from AIRS or their electronic medical record (EMR) meets the reporting requirements of this RFA, they will be able to export their data from those systems. Information regarding their capacity or plans to achieve the capacity to do so should be included in the Evaluation and Quality Improvement Section of their application.

### **C. Intent**

The goal of the initiative is to improve outcomes for PLWHIV/AIDS by increasing their linkage to care, improving their retention in care and promoting adherence to ART, resulting in viral suppression and improved health.

The proposed initiative also seeks to improve the ability of programs and the AI to assess outcomes in the areas of linkage to care, viral suppression and retention in care.

It is the intent of this RFA to fund a model of HIV care that facilitates linkage to care and actively addresses the retention of patients in HIV primary care through strategies that stress collaboration within the facility and with community partners. These efforts will be combined with evidence based interventions that promote adherence to ART as illustrated by the International Association of Physicians in AIDS Care *Guidelines for Improving Entry into and Retention in Care and Antiretroviral Adherence for Persons with HIV*. The model should integrate all program/clinic services and staff in achieving the goals identified by this RFA. Services should be available to all program/clinic patients as described in this document, with emphasis on those who are most challenged by retention and medication adherence and the needs of specific populations such as men who have sex with men (MSM) and persons of color.

Programs will be expected to track linkage to and retention in HIV primary care and viral load suppression for both new and established patients of their clinics.

Programs will develop a system for documenting their linkage, retention and adherence strategies for each patient as well as for the clinic. These strategies will be reported through the initiative and used as appropriate in their facility based quality improvement activities. This will help identify those that are effective and formulate a body of best practice, as well as an understanding of how practices are variably implemented in different settings, dependent on structure, culture and context.

Up to twelve organizations providing primary health care to PLWHIV/AIDS will be funded to implement this model of linkage, retention and medication adherence. (Component A). One organization will be awarded as a Data Center (Component B).

The Data Center will strengthen this model of coordinated HIV care by helping programs collect, analyze and use data regarding linkage, retention in care and viral suppression. Specifically, the Center will establish a baseline of outcomes for the programs/clinics by compiling all available data related to linkage and retention and intervention strategies. Reporting on specific data elements will be required in order to compare information across funded programs and conduct evaluation of the initiative. The Data Center will develop a web based data base for identified data elements, The Center will develop and pilot data collection reporting and validation, refine data collection processes and conduct training for program and clinic staff on collection and reporting using established indicators. Collected data will be reviewed, analyzed and presented in both program wide and site specific reports for both adherence programs and their affiliated HIV primary care sites. Data results will be presented at program Quality Learning Network meetings, webinars and regional linkage and retention groups where operative.

Linkage, Retention and Treatment Adherence programs will be funded in each of the regions listed below outside of New York City. For a map outlining the counties contained in each region, see Attachment 11.

## II. Available Funding

**A total of \$2,226,682 in State and HRI funding will be allocated annually as stated in the chart below. (State funding available is \$692,242, HRI funding available totals \$1,534,440).**

<b>Summary of Awards</b>		
<b>Component A</b>	<b>Number of Awards</b>	<b>Maximum Funds Available Annually Per Award</b>
Long Island Region	2-4	\$177,640
Hudson Valley Region	2-4	\$177,640
Northeastern NY Region	2-4	\$177,640
Central NY Region	2-4	\$177,640
Finger Lakes Region	2-4	\$177,640
Western NY Region	2-4	\$177,640

<b>Component B</b>		
Engagement and Retention Data Center (State-wide)	1	\$95,002
<b>Total Awards and Funds Available</b>	<b>13</b>	<b>\$2,226,682</b>

For Component A, the two highest scoring applications for each region, scoring a minimum of 61 points (minimally acceptable), will be funded. In the event that one or two applications from a region do not receive a score of at least 61 points (minimally acceptable), the AIDS Institute reserves the option to transfer funding to another region to fund the next highest scoring application(s) in any region up to the maximum number of awards for the region. All applications must score a minimum of 61 points in order to be funded. These awards will be contingent upon negotiated modifications to the application as agreed upon by the AIDS Institute and the applicant.

For Component B, we will fund the highest scoring application. If no application received scores a minimum of 61 points, the AI reserves the right to resolicit the funding.

### III. Who May Apply

Funds for **Component A** will target areas of New York State **outside** of the five boroughs of New York City. Up to **twelve (12)** applications will be funded.

Funds for **Component B** will support an applicant without regard to geographic location within New York State. **One (1)** application will be funded.

#### A. Minimum Eligibility Requirements

##### **Component A:**

- Applicants must be not-for-profit or publicly operated facilities which are licensed under Article 28 of the New York State Public Health Law.

##### **Component B:**

- Applications must be from not-for-profit academic medical centers, not-for profit universities; not-for-profit community-based and not-for-profit professional organizations.
- Applicants must have 5 years of experience in the development of web based data applications and the ability to analyze and present data for program evaluation and quality improvement purposes.

#### B. Component A - Preferred Eligibility Requirements

- Preferred applicants will have established HIV/AIDS program services and strong linkages with HIV/AIDS community-based organizations that provide HIV testing, care coordination, case management and/or other supportive services.
- All applications should demonstrate support for the proposed program by the applicant's Executive Director/Chief Executive Officer as well as by the Director of Medical Services.

**Applicants may submit no more than two applications (one for Component A and one for Component B) in response to this RFA.**

- If more than two applications are submitted in response to any components of the RFA, the first two applications that are opened will be reviewed and considered for funding. All other applications will be rejected.
- If funding under Component A and Component B is sought, a separate application must be submitted for each component. If one application is submitted for two components the application will be rejected.

The intent of the RFA is to ensure regional coverage for linkage, retention and treatment adherence services. Applicants are requested to select their primary region of service on the cover page of the application to be considered for funding. The primary region of services for the application should be based on the location where the largest number of clients is served. If a primary region is not selected, the AIDS Institute will determine the primary region based on where the largest number of clients is being proposed to be served. This does not preclude an applicant from proposing to serve one or more counties outside a defined service region; however the maximum amount of funding they can request is \$177,640.

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

##### **A. Expectations of the Project - Component A: Linkage, Retention and Treatment Adherence Services**

Up to twelve organizations providing primary health care to PLWHIV/AIDS will be funded to promote linkage to care, provide treatment adherence support, and ensure retention in care.

The agencies that seek funding under this RFA should propose programs that:

- Provide a clinic wide approach to linkage and retention of patients in HIV primary care;
- Outline specific strategies to return clinic patients who are lost to follow-up to care;
- Provide a comprehensive approach to assessing and assisting patients at risk for non-retention and non-adherence;
- Utilize a multidisciplinary team approach. Teams should include staff responsible for clinical oversight (clinical director) and administrative oversight of HIV services, HIV primary care providers, and staff responsible for the linkage, retention, treatment adherence and data management activities that are outlined in this document;
- Use evidence based retention and medication adherence interventions ([www.cdc.gov/hiv/prevention/research/compendium/ma/index.html](http://www.cdc.gov/hiv/prevention/research/compendium/ma/index.html) and [http://www.iapac.org/uploads/iapac\\_three\\_pillars\\_guidelines\\_summary\\_table-03\\_05\\_12.pdf](http://www.iapac.org/uploads/iapac_three_pillars_guidelines_summary_table-03_05_12.pdf)). Work with the Data Center to analyze data and implement strategies to improve linkage, retention and medication adherence;
- Demonstrate collaboration with case management services as well as other supportive services such as pharmacy services, substance abuse treatment, mental health services and other services shown to improve retention, adherence and medical outcomes for PLWHA.

Preference will be given to models that offer services on-site as part of an integrated “one stop shop” approach;

- Outline specific activities with community organizations, local health departments (LHD) and other health care providers to enhance linkage to care for newly diagnosed patients and retain existing patients in care. These activities may be supported through subcontracts supporting staff and other services, by Memorandum of Understanding (MOU) or other linkage arrangements. Programs should also outline their collaboration with other adherence support services available in the community, such as treatment education available through the AI Medical Care Management Program.

## **1. Linkage to Care Services**

Programs funded under this initiative will be required to measure linkage to care of all newly diagnosed PLWHIV/AIDS receiving primary HIV care at their facility. Current literature on linkage and retention clearly indicates that patients are often vulnerable and efforts to ensure linkage to care early on improves longer term retention. Programs will be expected to identify the factors most frequently related to failure to link to primary HIV care and use this information to guide their outreach and engagement efforts.

The proposed program will address engagement in care through systematic outreach to those individuals who have been scheduled for an initial appointment for HIV primary care because of a new diagnosis. This should include collaboration with other departments of the facility such as emergency departments as well as community HIV testing sites. Programs will also be required to identify active outreach and follow-up activities to engage those who did not keep the scheduled appointment and provide data on:

- The percentage of newly diagnosed patients in the reporting period who had their first HIV primary care visit within 30 days of the date of their confirmatory HIV test.
- The number of newly diagnosed patients scheduled for an initial appointment.

## **2. Retention of Patients in HIV Primary Care Services**

Proposed programs should address the following with regard to retention in HIV primary care:

- Risks for non-retention, both individual and organizational, should be systematically evaluated for each patient (new or existing) and a plan established to address identified barriers.
- Programs should identify the most frequent factors related to non-retention for patients in their clinic and use the information to inform their retention actions. Programs should identify specific activities with community organizations that provide supportive services (substance use, housing, mental health) and other health care providers to retain patients in HIV primary care.
- Retention in care will also be enhanced through the availability of other specialty health and supportive services within the facility.
- Full participation in regional collaboratives or other linkage and retention fora that are ongoing and any other community-wide linkage and retention efforts involving partnerships between local health departments and medical and supportive service agencies will be expected.

- Available health home care coordination services for both HIV and other chronic conditions will be required as appropriate in support of treatment adherence needs identified by the provider. Use of peer or paraprofessional patient navigators should also be considered.

Programs/clinics will be required to measure the retention of all PLWHIV/AIDS receiving primary HIV care at their facility, using the following measures:

**New Patient Retention:** Percentage of new patients who have their initial HIV primary care medical visit during their first four months of the 12 month measurement period who had an HIV clinical care visit in each of the subsequent 4 month periods in the measurement period.

**Global Retention:** Percentage of patients with at least one visit during the first six months of the 24 month measurement period, who had at least one HIV primary care visit in each 6 month period of the remaining 18 months of the measurement period with a minimum of 60 days between medical visits.

### **3. Treatment Adherence Services**

Services will be provided via two tiers. The first track will be for individuals who are treatment naïve. As indicated above, programs will be expected to aggressively provide outreach to patients that have been scheduled for an initial medical appointment after diagnosis to ensure linkage to care.

All new or treatment naïve patients will receive the following medication adherence support services for a 12 month period:

- Base-line assessment of retention and adherence barriers, including housing, social support, mental health within 30 days of initial appointment;
- Evidence based education and counseling regarding medications, regimens, adherence and side effects;
- Viral Load monitoring upon the initiation of ART, as specified by New York State HIV guidelines. Guidelines for monitoring ART can be found at <http://www.hivguidelines.org/clinical-guidelines/adults/antiretroviral-therapy/#VI>.
- Evidence based interventions and tools that support adherence (pill boxes, timers, texting, adherence coaches, peer support, etc.);
- Measurement of adherence through self-report at 1 month, 3 months, 6 months, and 9 months.

All treatment naïve patients who have achieved and maintained viral suppression for > 3 months at 12 months will be "discharged" from this level of medication adherence support, with continuing adherence monitored by the primary care provider.

The second tier will be for those who have not been virologically suppressed for > than 3 months, (viral load suppression is defined as the viral load is < 200 copies/mm<sup>3</sup> whether detectable or undetectable or < 400 copies/mm<sup>3</sup> and undetectable), those who have missed 2 consecutive HIV primary care appointments and/or those who have been lost to follow-up for non-accountable reasons. These patients will receive all the services listed above. In addition they will receive:

- Assessment of barriers to retention and adherence every 4 months;
- A service plan that ensures care coordination and outlines steps to address retention and adherence barriers, updated at every assessment;
- Support groups and peer counseling;
- Quantitative and qualitative measurement of adherence (pill counts, pharmacy refill, modified DOT) in addition to self-report.

Patients in Tier II who have achieved and maintained viral suppression for > 6 months will be "discharged" from this level of medication adherence support, with continuing adherence monitored by the primary care provider.

For Tier II, program should identify and aggregate the most frequent factors related to non-adherence to HIV treatment in order to ensure that appropriate interventions are available.

All adherence services will be entered into the Treatment Adherence AIRS module. In addition, funded programs will be required to provide data on the following:

- Percentage of clinic patients who are virally suppressed or clinically stable after 6 months and 12 months of ART;
- Percentage of patients in the clinic who are their first regimen, second regimen or third regimen;
- Percentage of patients in the clinic who were always virally suppressed within the review period.

In addition to the PLWHIV served by the program as described above, HIV negative individuals at high risk for infection seeking HIV pre exposure prophylaxis (PrEP) may also be served if they are currently enrolled in PrEP in the facility. PrEP is an important emerging strategy in the AI's efforts to reduce and eliminate HIV infection. Providers experienced in treatment adherence support are well positioned to offer the education, adherence support and behavioral counseling that is needed for PrEP to be successful. Applicants providing PrEP should follow the CDC Interim Guidance on HIV Pre-Exposure Prophylaxis ([http://www.cdc.gov/hiv/pdf/prevention\\_research\\_prep\\_factsheet.pdf](http://www.cdc.gov/hiv/pdf/prevention_research_prep_factsheet.pdf)).

Funded programs providing adherence support for PrEP should provide data on:

- The number of patients receiving adherence/retention services for PrEP;
- Reasons for the discontinuation of PrEP;
- Average length of time on PrEP;
- Number of patients infected.

#### **4. Reporting Requirements**

In summary, funded programs will be required to report the following data on a quarterly basis, in addition to the encounter and demographic data captured in AIRS. It is expected that each funded program/clinic will utilize these measures to improve program outcomes as part of their quality improvement and program evaluation efforts.

Linkage:

1. The percentage of newly diagnosed patients that had their first HIV primary care visit within 30 days of their confirmatory test;
2. The number of newly diagnosed patients scheduled for an initial appointment;
3. Percentage of new patients who have their initial HIV primary care medical visit during their first four months of the 12 month measurement period who had an HIV clinical care visit in each of the subsequent 4 month periods in the measurement period.

Retention:

4. Percentage of new patients who have their initial HIV primary care medical visit during their first four months of the 12 month measurement period who had an HIV primary care visit in each of the subsequent 4 month periods in the measurement period;
5. Percentage of patients with at least one visit during the first six months of the 24 month measurement period, who had at least one HIV primary care visit in each 6 month period of the remaining 18 months of the measurement period with a minimum of 60 days between medical visits.

Viral suppression:

6. The percentage of patients in the clinic on a first, second and third regimen;
7. The percentage of PLWHIV/AIDS who have been virally suppressed for > 3 months for the HIV primary care program;
8. The percentage of PLWHIV/AIDS who have been virally suppressed for > 3 months who are enrolled in Tier II adherence services;
9. Percentage of patients in the clinic who were always virally suppressed within the review period.

PrEP:

1. The number of patients receiving adherence/retention services for PrEP.
2. Reasons for the discontinuation of PrEP.
3. Average length of time on PrEP.
4. Number of patients infected.

## **B. Expectations of the Project - Component B: Engagement and Retention Data Center**

One program will be funded as a Data Center for the Initiative. The Data Center will develop a web based data application to be used by funded programs to track data indicated above. It is anticipated that there would be approximately 20 users of the application who will submit and retrieve data on a 24 hour, 7 day a week basis. The Center will:

- Develop a web based data base that will allow providers to login and enter data, and run reports on the data entered. The application should also allow providers to download data in a standard format (XML,CSV) for import into their own reporting tools;
- Ensure the application allows the AI all of the same functionality as well as the capacity to see all providers' data;
- Establish base line data on engagement and retention in care for each program/clinic;
- Develop data collection, reporting and validation protocols, train programs on data

- collection and reporting;
- Provide technical assistance to funded programs on data processes and protocols;
  - Coordinate engagement, retention in care, and viral suppression data from funded programs;
  - Monitor interventions used by programs, evaluate the effectiveness of program services and articulate best practices;
  - Analyze and report data to programs and the AI;
  - Link with the NY Links;
  - Present data at program Quality Learning Network meetings, webinars and regional linkage and retention groups where operative.

### **C. Additional Considerations**

In keeping with the Department's efforts to improve the health of all New Yorkers, OMD is requesting the collaboration and participation of funded providers in implementing the state's new health improvement plan, the *Prevention Agenda 2013-2017*.

Developed by a diverse group of stakeholders, the *Prevention Agenda 2013-2017* is a comprehensive plan which identifies goals, measurable objectives and a range of evidence based and promising practices in five priority areas that can be implemented by public health, health care and community partners. The Agenda focuses on the social determinants of health and on health disparities along racial, ethnic, and socioeconomic lines.

The Prevention Agenda 2013 is a blueprint for state and local community action to improve the health of New Yorkers. In 2013, local health departments and hospitals are working with their community partners including community based organizations, businesses, schools, and other organizations to conduct local community health assessments, identify local priorities and develop and implement community health improvement plans. Each health department and hospital have been asked to identify at least two priorities from the Prevention Agenda including one that addresses a health disparity.

The Department cannot achieve the ambitious goals of the *Prevention Agenda 2013-2017* without the full participation of our public health and health care partners in these local community health improvement efforts. As part of providers' efforts to meet the RFA deliverables, we are asking funded programs to reach out to their local health department's state health improvement plan contact person to learn more about how to participate in Prevention Agenda planning and implementation related to linkage, retention and treatment adherence in HIV primary care settings. Your local health department contact is available here (ctrl + click):

[http://www.health.ny.gov/prevention/prevention\\_agenda/contact\\_list.htm](http://www.health.ny.gov/prevention/prevention_agenda/contact_list.htm)

It is expected that each funded recipient will join with their local health departments and other Prevention Agenda partners to participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013 -2017* goals which are related to this RFA.

## **V. Administrative Requirements**

### **A. Issuing Agency**

This RFA is issued by the New York State Department of Health (Department), AIDS Institute, Office of the Medical Director and Health Research Inc. (HRI). The Department and HRI are 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:

**treatmentadherence@health.state.ny.us**

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

Questions of a technical nature can be addressed in writing to:

Beth Woolston  
treatmentadherence@health.state.ny.us

**Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

Prospective applicants should note that all clarifications 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's public website at:  
<http://www.health.ny.gov/funding> and on the HRI website at:  
<http://www.healthresearch.org/funding-opportunities>.

Questions and answers, as well as any updates and/or modifications, will also be posted on the websites. All such updates will be posted by the date identified on the cover sheet of this RFA.

### **C. Letter of Interest**

Submission of a letter of interest (Attachment 2) is strongly encouraged but is not a requirement in order to submit an application in response to this RFA.

### **D. Applicant Conference**

An Applicant Conference will not be held for this project.

### **E. 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 and Data Systems  
New York State Department of Health AIDS Institute  
ESP, Corning Tower, Room 478  
Albany, New York 12237-0658

**Applicants must submit an original, signed, unbound application and seven (7) copies with all 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/HRI's discretion.

## **F. DEPARTMENT OF HEALTH & HRI'S RESERVED RIGHTS**

THE DEPARTMENT OF HEALTH & HRI RESERVE THE RIGHT TO:

- a. Reject any or all applications received in response to this RFA.
- b. Withdraw the RFA at any time, at the Department/HRI's sole discretion.
- c. Make an award under the RFA in whole or in part.
- d. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
- e. Seek clarifications and revisions of applications.
- f. 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.
- g. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- h. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
- i. Change any of the scheduled dates.
- j. Waive any requirements that are not material.
- k. Award more than one contract resulting from this RFA.

- l. Conduct contract negotiations with the next responsible applicant, should the Department or HRI be unsuccessful in negotiating with the selected applicant.
- m. Utilize any and all ideas submitted with the applications received.
- n. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
- o. Waive or modify minor irregularities in applications received after prior notification to the applicant.
- p. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
- q. Negotiate with successful applicants within the scope of the RFA in the best interests of the State or HRI.
- r. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
- s. Award grants based on geographic or regional considerations to serve the best interests of the State and HRI.

**G. Term of Contract**

Any State contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. Any HRI contract resulting from this RFA will be effective only upon approval by HRI.

Contract periods may vary based on the source of funding.

It is expected that NYS DOH contracts resulting from this RFA will have the following multi-year time period: July 1, 2014 – June 30, 2019. Continued funding throughout this period is contingent on satisfactory contractor performance and availability of funds. DOH reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

HRI funded contracts resulting from this RFA will be for 12 month terms. The anticipated start date of HRI contracts is July 1, 2014. However, depending on the funding source, the initial contract term could be for a shorter time period. HRI awards may be renewed for up to four (4) additional annual contract periods based on satisfactory performance and availability of funds.

**H. Payment & Reporting Terms and Conditions**

- 1. The Department may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed twenty-five (25) percent. Due to requirements of

the federal funder, HRI will not make advance payments.

2. For State contracts, the grant contractor will be required to submit monthly vouchers and required reports of expenditures to the State's designated payment office:

Dawn Marble-Biernacki  
NYS Department of Health, AIDS Institute  
Corning Tower – Room 259  
Empire State Plaza  
Albany, NY 12237-0658

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at: [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

Quarterly Report of Program Data and Activities  
Budget Statement and Report of Expenditures (BSROE)  
Annual Report

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master Grant Contract.

For HRI contracts, payment and reporting requirements will be detailed in Exhibit "C" of the final contract.

## **I. Limits on Administrative Expenses and Executive Compensation**

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the

Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>.

#### **J. Vendor Identification Number**

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: [http://www.osc.state.ny.us/vendor\\_management/issues\\_guidance.htm](http://www.osc.state.ny.us/vendor_management/issues_guidance.htm).

Additional information concerning the New York State Vendor File can be obtained online at: [http://www.ocs.state.ny.us/vendrep/vendor\\_index.htm](http://www.ocs.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

#### **K. Vendor Responsibility Questionnaire**

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.ocs.state.ny.us/vendrep/vendor\\_index.htm](http://www.ocs.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at: [www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 9).

#### **L. Vendor Prequalification for Not-For-Profits**

Beginning July 31, 2013, all not-for-profit vendors subject to prequalification will be required to prequalify prior to grant application and execution of contracts.

Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's *capacity, legal compliance, and integrity*.

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: <http://grantsreform.ny.gov/Grantees>.

#### **M. General Specifications**

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractors 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 and the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of HRI and the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, HRI and 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.



- b. Indicate the geographical area to be served and how your organization is well-placed to serve the target population.
- c. Describe how you have determined the need for linkage, retention and adherence services proposed in your application, including any pertinent statistics to substantiate your rationale.
- d. Indicate the unduplicated number of PLWHIV/AIDS who have received HIV primary care at your facility between 4/1/2012 and 3/31/2013.
- e. Indicate the percentage of patients who received ART during that period who were on a first regimen, a 2<sup>nd</sup> regimen, and a 3<sup>rd</sup> regimen.

**4. Applicant Organization: Maximum 1 page    Maximum score: 10 points**

- a. Describe your facility's HIV primary care services and provide an organizational chart of your organization that reflects these services (include/label as Attachment 7).
- b. List other health and supportive services available to HIV primary care patients at your site.
- c. Provide an organizational chart of your proposed program (include/label as Attachment 8).
- d. Identify the community partners you work with (CBO, LDH, other providers) and describe your collaborative activities for HIV testing, patient referral and scheduling, case management, care coordination and patient reengagement. Indicate if the collaboration is supported by a sub contract for staff and/or services, MOU, or other linkage arrangement.
- e. Describe your agency's capacity to provide administrative and executive support for program implementation, evaluation of progress, fiscal management, grants management, clinical management, and information systems, including meeting AIDS Institute reporting requirements.

**5. Program Activities: Maximum 10 pages    Maximum score: 40 points**

- a. Describe your interdisciplinary team. Identify members of the team, their roles and responsibilities and their qualifications. Include CVs of all team members as an attachment (include/label as Attachment 16). Include how peers will be used to facilitate linkage, retention and adherence.
- b. Describe all the methods of communication to be used to share information among members of the interdisciplinary team to ensure coordination and timely interventions. Indicate the frequency of communication for each method used.

**Linkage and Retention**

- c. Describe your current activities related to linkage and retention of patients.
- d. Describe the specific activities to be used in this program by your facility to supplement current efforts to engage people newly diagnosed with HIV/AIDS in HIV primary care. Identify the staff that will conduct these activities.
- e. Describe how barriers to linkage and retention will be assessed and addressed. List the areas to be assessed and identify the staff who will conduct the assessments. Include your assessment form as Attachment 12.

- f. Describe specific strategies for retaining PLWHIV/AIDS in HIV primary care. Identify staff who will be involved in these activities.
- g. Describe the availability of supportive services such as pharmacy services, substance abuse treatment, mental health services and other services appropriate to those with diagnosed HIV infection. Clearly indicate the location of the services identified and whether they are “on” or “off” site. If supportive services are not provided on site by the facility, describe:
  - how clients are referred for services;
  - how follow-up on referrals is conducted;
  - how the multidisciplinary team communicates with the outside service provider.
- h. Describe how your facility will work with specific community partners to improve linkage to care and retention in HIV primary care. Describe the program's specific links to case management, care coordination and health homes and reengagement services.
- i. Describe your service planning process and identify the members of the interdisciplinary team who are involved. Include a copy of your service plan for treatment adherence and include/label as Attachment 14.
- j. Describe specific activities that will be used to re-engage patients who have been lost to follow up. Identify the staff designated to conduct these activities.

### **Treatment Adherence**

- k. Describe current treatment adherence activities being offered by your clinic and how this proposal will supplement those activities. List the specific educational modules and resources that will be used for patient education and include/label as Attachment 13. Identify the source of these materials and the staff that will conduct this activity.
- l. Describe how barriers to adherence will be assessed and addressed. Describe the evidence based strategies that will be used by your program to promote treatment adherence. Identify staff that will conduct these activities.
- m. Identify the adherence self-report tools to be used for adherence measurement.
- n. Identify methods to be used to measure adherence in addition to self -report for those enrolled in Tier II of the adherence program.
- o. Describe how decisions regarding patient participation in Tier II services will be made and how the appropriateness of continued enrollment determined.
- p. Describe your plan to provide support group services to patients receiving Tier II adherence services. Include frequency of meetings and identify staff that will assist with coordination.
- q. Describe how peers will be involved in your program. Include how they will be selected, trained, supervised and evaluated. Describe their relationship with the health care team.
- r. Describe your Consumer Advisory Board (CAB) and its’ role in program development, evaluation and improvement.
- s. Describe how you will determine the cultural, educational, and linguistic needs of clients and how program services will be tailored to meet these needs.
- t. If your facility provides adherence support for individuals receiving PrEP, identify the staff responsible for providing these services.

## **6. Evaluation and Quality Improvement:**

**Maximum 2 pages**  
**Maximum score: 20 points**

- a. Describe how the following data will be collected, aggregated and used for program improvement, including how you will integrate data into facility wide quality improvement activities:

### **Linkage**

1. The percentage of newly diagnosed patients that had their first HIV primary care visit within 30 days of their confirmatory test.
2. The number of newly diagnosed patients scheduled for an initial appointment.
3. Percentage of new patients who have their initial HIV primary care medical visit during their first four months of the 12 month measurement period who had an HIV clinical care visit in each of the subsequent 4 months periods in the measurement period.

### **Retention**

4. Percentage of new patients who have their initial HIV primary care medical visit during their first four months of the 12 month measurement period, who had an HIV primary care visit in each of the subsequent 4 month periods.
5. Percentage of patients with at least one visit during the first six months of the 24 month measurement period, who had at least one HIV primary care visit in each 6 month period of the remaining 18 months of the measurement period with a minimum of 60 days between medical visits.

### **Viral suppression**

6. The percentage of patients in the clinic on a first, second and third regimen.
7. The percentage of PLWHIV/AIDS who have been virally suppressed for > 3 months for the HIV primary care program.
8. The percentage of PLWHIV/AIDS who have been virally suppressed for > 3 months who are enrolled in Tier II adherence services.
9. Percentage of patients in the clinic who were always virally suppressed within the review period.

### **PrEP**

10. The number of patients receiving adherence/retention services for PrEP.
11. Reasons for the discontinuation of PrEP.
12. Average length of time on PrEP.
13. Number of patients infected.

- b. Describe who will be responsible for data collection, where data will be housed, and how confidentiality will be maintained.

- c. Describe how ongoing quality improvement activities for linkage, retention and treatment adherence will be implemented by your program based on the data from the above measures. Including how staff will participate in this work. Outline the agency wide quality program structure use of performance measurement and how results will be used to improve program performance.
- d. Describe how consumers will be involved in ongoing evaluation and quality improvement activities.
- e. Identify the staff who will participate in the program Quality Learning Network and regional linkage and retention groups and how information from these collaborations will be incorporated in quality improvement activities.

**7. Budget: Use budget forms (not counted in page limit) Maximum score 20 points**

- a. Complete five sets of budget forms as directed, each for a 12 month period. (use Attachment 6). Budget Instructions can found in Attachment 5. The five consecutive years' budgets should be labeled as follows:

Budget Year 1 – July 1, 2014 – June 30, 2015  
 Budget Year 2 – July 1, 2015 – June 30, 2016  
 Budget Year 3 – July 1, 2016 – June 30, 2017  
 Budget Year 4 – July 1, 2017 – June 30, 2018  
 Budget Year 5 – July 1, 2018 – June 30, 2019

- b. For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two double-spaced pages (not included in the page limits).
- c. The amount requested in each budget year should be reasonable and cost effective. All costs should be directly related to program objectives, include the cost of attendance at the QLN three times annually and should be projected based on a 12-month period, as well as be reasonable, cost effective, and consistent with the scope of services. For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying.
- d. All budgeted positions should be consistent with the proposed services. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined. This funding cannot supplant funding currently available for existing staff activities.
- e. Budgeted items should be justified and fundable under state and federal guidelines.
- f. Funding requested for indirect and management costs should adhere to the guidelines below:
  - Indirect overhead costs are limited to a maximum of 10% of total direct costs.
  - Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those determined by NYSDOH/HRI staff to be inadequately

justified in relation to the proposed program or are not fundable under existing state and federal guidance (OMB circulars). The budget amount requested will be reduced to reflect the removal of the ineligible items.

- g. Attach a copy of the agency's most recent Yearly Independent Audit Report.

## **Component B: Engagement and Retention Data Center**

Applications should not exceed **12** double-spaced pages (excluding the budget, budget justification, and all attachments), using a 12-pitch font with one-inch margins on all sides. Recommended page limits for each section are indicated. Pages should be numbered consecutively, including all attachments. **Up to five points may be deducted for applications that do not comply with these submission requirements.**

Applicants should provide a response to all questions and statements in each section listed below. **Number and letter the narrative response to correspond to each question or statement and all elements within the question in the order presented in each section.** Include a budget that is reflective of service delivery. An Application Checklist (Attachment 3) has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application.

### **1. Cover Sheet (Attachment 4 - Sample is attached)**

### **2. Program Summary: Maximum 1 page**

**Not scored**

- a. Summarize proposed program in one page or less. Describe overall approach to creation of the data reporting system for this initiative, anticipated outcomes for the program and proposed services and interventions.

### **3. Applicant Organization: Maximum 2 pages**

**Maximum score: 20 points**

- a. Describe organization's mission.
- b. Describe experience in web development and web based database applications. List any web sites that can be accessed to see work.
- c. Identify the databases in which you are proficient.
- d. Provide an organizational chart (include/label as Attachment 7) and the proposed Data Center (include/label as Attachment 8) and describe how the proposed data center will be integrated with the rest of your organization.
- e. Describe agency's capacity to provide administrative and executive support for program implementation, evaluation of progress, fiscal management, grants management, clinical management, and information systems (including AIRS and eHIVQUAL), including meeting AIDS Institute reporting requirements.

### **4. Program Activities: Maximum 7 pages**

**Maximum score 40 points**

- a. Identify the platform and database system you intend to use for this program and rationale for selection.
- b. Identify the reporting system you intend to use and rationale for selection.

- c. Describe how the application will be hosted (internally, outsourced). If outsourced, identify the 3<sup>rd</sup> party you intend to use.
- d. Identify the kind of connection the host has to the Internet.
- e. Identify the hardware and software the host will use.
- f. Describe how the host will ensure redundancy and backups.
- g. Describe how the data will be secured.
- h. Indicate the web standards you follow.
- i. Describe how you will establish baseline data for each of the data elements required from funded providers.
- j. Describe how funded providers and the AI will be able to access the application.
- k. Describe how data collection, reporting and validation protocols will be developed.
- l. Outline plan to train funded adherence programs on data collection and reporting. Describe the method(s) of training to be used.
- m. Include a timeline detailing tasks and timeframes for development of the application, development of data collection and reporting protocols and the provision of training on the application's use and protocols (include/label as Attachment 17).
- n. Describe the reports that will be available to providers and to the AI.
- o. Identify the standard format to be used that will allow users to download and import data into their own reporting tools.
- p. Describe how you will provide support for the application and technical assistance to the funded providers. What methods for providing technical assistance will be used?
- q. Describe how you will work with funded programs and the AI to identify and share effective interventions used by the programs for linkage, retention and treatment adherence.

**5. Evaluation and Quality Improvement:**

**Maximum 2 pages**

**Maximum score 20 points**

- a. Describe plan to evaluate users' experiences with the application and make improvements/modifications as needed.
- b. Describe plan to evaluate and modify, if needed, training and support provided to users.
- c. Describe plan to evaluate and improve the processes and outcomes of the Data Center.

**6. Budget: Use budget forms (not counted in page limit) Maximum score 20 points**

- a. Complete five sets of budget forms as directed, each for a 12 month period. (use Attachment 6). Budget Instructions can found in Attachment 5. The five consecutive years' budgets should be labeled as follows:

Budget Year 1 – July 1, 2014 – June 30, 2015

Budget Year 2 – July 1, 2015 – June 30, 2016

Budget Year 3 – July 1, 2016 – June 30, 2017

Budget Year 4 – July 1, 2017 – June 30, 2018

Budget Year 5 – July 1, 2018 – June 30, 2019

- b. For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two double-spaces pages (not included in the page limits).
- c. The amount requested in each budget year should be reasonable and cost effective. All costs should be directly related to program objectives, include attendance at three QLN meetings annually, and be consistent with the scope of services.
- d. All budgeted positions should be consistent with the proposed services. The budget justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e. For partially funded positions, the percent of effort being requested should be reasonable for the responsibilities being proposed in the program design. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined.
- f. Budgeted items should be justified and fundable under state and federal guidelines.
- g. Funding requested for administrative and management costs should adhere to the guidelines:
  - Indirect overhead costs are limited to a maximum of 10% of total direct costs.
  - Funds requested may NOT be used to supplant resources supporting existing services or activities.
  - Ineligible budget items will be removed prior to contracting. Ineligible items are those determined by NYSDOH/HRI personnel to be inadequately justified in relation to the proposed program or are not fundable under existing state and federal guidance (OMB circulars). The budget amount requested will be reduced to reflect the removal of the ineligible items.
  - Funding may support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities. This includes funding for administrative staff, supervisors and support personnel and other-than-personnel costs such as a share of space, supplies, telephone, basic equipment such as computers and printers and other expenses associated with program implementation and service delivery.
- h. Attach a copy of the agency's most recent Yearly Independent Audit.

## **B. Application Format**

### **Component A: Linkage, Retention and Medication Adherence**

- |                                       |   |
|---------------------------------------|---|
| 1. Program Summary                    | Maximum 1 page<br>Not scored                |
| 2. Statement of Need                  | Maximum 1 page<br>Maximum Score 10 points   |
| 3. Applicant Organization             | Maximum 1 page<br>Maximum Score 10 points   |
| 4. Program Activities                 | Maximum 10 pages<br>Maximum Score 40 points |
| 5. Evaluation and Quality Improvement | Maximum 2 pages<br>Maximum Score 20 points  |
| 6. Budget and Justification           | Use budget forms<br>Maximum Score 20 points |

### **Component B: Engagement and Retention Data Center**

- |                                       |   |
|---------------------------------------|---|
| 1. Program Summary                    | Maximum 1 page<br>Not scored                |
| 2. Applicant Organization             | Maximum 2 pages<br>Maximum Score 20 points  |
| 3. Program Activities                 | Maximum 7 pages<br>Maximum Score 40 points  |
| 4. Evaluation and Quality Improvement | Maximum 2 pages<br>Maximum Score 20 points  |
| 5. Budget and Justification           | Use budget forms<br>Maximum Score 20 points |

## **C. Review & Award Process**

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by HRI and the New York Department of Health, AIDS Institute, Office of the Medical Director.

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each section. A panel convened by the AIDS Institute will conduct a review of applications from eligible applicants. The

reviewers will consider the following factors: (1) clarity of the applications; (2) responsiveness to the Request for Applications; (3) agency capacity; (4) the applicant agency's access to the target population; (5) the comprehensiveness of program design; (6) the appropriateness of the evaluation strategy; and (7) justification for costs included in the budget.

For Component A, the two highest scoring applications for each region, scoring a minimum of 61 points (minimally acceptable), will be funded. In the event that one or two applications from a region do not receive a score of at least 61 points (minimally acceptable), the AIDS Institute reserves the option to transfer funding to another region to fund the next highest scoring application(s) in any region up to the maximum number of awards for the region. All applications must score a minimum of 61 points in order to be funded. These awards will be contingent upon negotiated modifications to the application as agreed upon by the AIDS Institute and the applicant.

For Component B, we will fund the highest scoring application. If no application received scores a minimum of 61 points, the AI reserves the right to resolicit the funding.

It is anticipated that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall into one of three categories: 1) not approved, 2) approved but not funded, 3) approved and funded.

In the event of a tie score, in which two or more applicants for funding are judged on the basis of their written application to be equal in quality, the applicant with the highest score on Section Four, Program Activities, will receive the award. In the event of a tie score on Section Four, Program Activities, the applicant with the highest score on Section 6, Evaluation and Quality Improvement, will receive the award.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at <http://www.osc.state.ny.us/agencies/guide/mywebhelp>, Chapter XI Procurement and Contract Management, 17. Protest Procedures.

## **VII. Attachments**

### **Attachments – Informational only (these do not need to be completed)**

Attachment 1: NYS Master Grant Contract Template

Attachment 5: Budget Instructions

Attachment 10: General Terms and Conditions HRI Contracts

Attachment 11: Regional Map

## **All Components - Required Attachments**

Attachment 2: Letter of Interest Format  
Attachment 3: Application Checklist  
Attachment 4: Application Cover Sheet  
Attachment 6: Application Budget Format  
Attachment 7: Facility Organizational Chart  
Attachment 8: Program Specific Organizational Chart  
Attachment 9: Vendor Responsibility Attestation

## **Component A – Required Attachments**

Attachment 12 Treatment Adherence Barrier Assessment Form  
Attachment 13: List of Treatment Adherence Educational Modules and Source  
Attachment 14: Treatment Adherence Service Plan Form  
Attachment 15: Program Work Plan – Component A  
Attachment 16: Staff Curriculum Vitae

## **Component B – Required Attachments**

Attachment 17: Implementation Timeline  
Attachment 18: Bidders Security Plan – Component B Only  
Attachment 19: Program Work Plan - Component B

**Attachment 1**

**NYS Master Grant Contract**

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p>	<p>BUSINESS UNIT/DEPT. ID:</p> <p>CONTRACT NUMBER:</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number:</p> <p>Federal Tax ID Number:</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

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

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: _____ To: _____</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED TERM:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED PERIOD:</b></p> <p>From: _____ To: _____</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT:</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><input type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants
  
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

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

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

CONTRACTOR:

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

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

Printed Name

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

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

STATE AGENCY:

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

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

Printed Name

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

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

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

Printed Name

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

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

STATE COMPTROLLER'S SIGNATURE

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

Printed Name

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

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

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

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

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

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

### **C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

**M. Indemnification:** 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master 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.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract 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.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

### **B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

#### **2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

### ***3. Effect of Notice and Termination on State's Payment Obligations:***

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

### ***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
    - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
    - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
  3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
  4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
  5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

**E. Records and Audits:**

**1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part A. Agency Specific Clauses**

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):

**A. 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).

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

2. 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.

**C. 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.

**D. 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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

**E. Procurement Lobbying:** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

- G.** 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.

**H. Administrative Rules and Audits:**

1. 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:

a) 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".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

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

a) 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.

b) 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.

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

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) 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.

c) 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.

**I.** 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.

**J.** 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.

**K.** 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** 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

**M.** 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.

**N.** 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:

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

- a) **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
- b) **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
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- a) **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
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** 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 any 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.

**P.** 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.

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE (*monthly or 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:

**<< Insert Address >>**

**S.** 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 Attachment 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.

**T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Insert Vendor/Grantee Name Here**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Part B. Program Specific Clauses**

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<<    **OR**    >>

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
<b>TOTAL</b>					

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

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

**ATTACHMENT C – WORK PLAN  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD:                      From: \_\_\_\_\_

  To: \_\_\_\_\_

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

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

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
		ii.	
		iii.	
		b.	i.
		ii.	
		iii.	
		c.	i.
		ii.	
		iii.	

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

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment and Recoupment Language (if applicable):**

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \_\_\_\_\_ percent (\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (\_\_\_%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

Quarterly Reimbursement  
Due date \_\_\_\_\_

Monthly Reimbursement  
Due date \_\_\_\_\_

Biannual Reimbursement  
Due date \_\_\_\_\_

Fee for Service Reimbursement  
Due date \_\_\_\_\_

- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

**B. Progress-Based Reports**

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_days from the end of the contract.

**C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.



**Attachment 2**

**Sample Letter of Interest to Apply**

**RFA # 1309240830**

**Internal Program #13-0001**

**Linkage, Retention and Antiretroviral Treatment Adherence in HIV Primary  
Care Settings**

Date:

Valerie J. White  
Deputy Director, Administration and Data Systems  
AIDS Institute  
New York State Department of Health  
ESP, Corning Tower, Room 478  
Albany, New York 12237

Re: Linkage, Retention and Antiretroviral Treatment Adherence in HIV Primary Care Settings

Dear Ms. White:

On behalf of (insert Name of Organization), we hereby inform you that we are interested in applying for the above requested Request for Applications (RFA).

Component(s): Check the component you are planning to apply for.

Component A: Linkage, Retention and Medical Adherence

Component B: Engagement and Retention Data Center

Sincerely,

## **Attachment 3**

### **Application Checklist**

Please submit one (1) original, signed, unbound application and 7 copies of your application. Your submission should include this checklist and the items listed below.

- Application Cover Sheet (Attachment 4)
- Letter of Commitment from and individual authorized to sign for the agency
- Application Narrative (Component A - Maximum 15 pages) (Component B – Maximum 12 pages)
- Budget Forms (Attachment 6)
- Budget Justification Narrative (part of Attachment 6)
- Facility Organizational Chart (labeled/included as Attachment 7)
- Program Specific Organizational Chart (labeled/included as Attachment 8)
- Vendor Responsibility Attestation (Attachment 9)
- Treatment Adherence Barrier Assessment Form – Component A only (Attachment 12)
- Treatment Adherence Service Plan form – Component A only (Attachment 14)
- Program Workplan (Attachment 15-Component A; Attachment 19-Component B)
- Implementation Timeline – Component B only – (labeled/included as Attachment 17)
- Bidders Security Plan – Component B only – (Attachment 18)

**Attachment 4**

**Application Cover Sheet**

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

**Vendor ID#:** \_\_\_\_\_

**Federal ID#:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

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

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

\_\_\_\_\_

**Provider Type:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Component Applying For:** \_\_\_\_\_

**Region Applying For:** \_\_\_\_\_

**Year 1 Requested Amount:** \_\_\_\_\_

**Total Funding (Years 1-5) Requested from the AIDS Institute:** \_\_\_\_\_

## Attachment 5

### **INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS**

Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages. The five consecutive years' budgets should be labeled as instructed in the RFA.

#### **Tab 1 - Summary Budget**

- A. **Project Name** – Enter the Component for which you are applying
- B. **Contractor SFS Payee Name** - Enter official contractor name listed on Statewide Financial System (SFS). If you do not have an SFS Contractor name, please enter the official name of agency.
- C. **Contract Period** – “From” is the Start date of the budget and “To” is the end date of the budget. A separate budget must be completed for each 12 month budget period and labeled for each contract period.
- D. The **GRANT FUNDS** column is automatically populated based on the information entered in the major budget categories on Tabs 2 through 5 of the Excel spreadsheet. These categories include:
  - Salaries
  - Fringe Benefits
  - Contractual Services
  - Travel
  - Equipment
  - Space, Property & Utilities
  - Operating Expenses
  - Other

#### **Tab 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 include a written justification on Tab 6.*

**Position Title:** For each position, indicate the title along with the incumbent’s name. If a position is vacant, please indicate “TBD” (to be determined).

**Annualized Salary Per Position:** For each position, indicate the total annual salary regardless of funding source.

**Standard Work Week (Hours):** For each position, indicate the number of hours worked per week regardless of funding source.

**Percent of Effort Funded:** For each position, indicate the percent effort devoted to the proposed program/project.

**Number of Months Funded:** For each position, indicate the number of months funded on

the proposed project.

**Total:** This column automatically calculates the total funding requested from the AIDS Institute based on annualized salary, hours worked, percent effort and months funded for each position. If the amount requested for a position is less than what is automatically calculated, please manually enter the requested amount in the total column.

**Tab 2 - Fringe Benefits**

On the bottom of Tab 2, please fill in the requested information on fringe benefits based on your latest audited financial statements. Also, please indicate the amount and rate requested for fringe benefits in this proposed budget. If the rate requested in this proposal exceeds the rate in the financial statements, a brief justification must be attached. *Please include a written justification on Tab 6.*

**Tab 3 – Contractual Services**

Please indicate any services for which a subcontract or consultant will be used. Include an estimated cost for these services. *Please include a written justification on Tab 6.*

**Tab 3 – Travel**

Please indicate estimated travel costs for the contract period. *Please include a written justification on Tab 6.*

**Tab 4 – Equipment and Space**

Please indicate estimated equipment or space costs for the contract period. *Please include a written justification on Tab 6.*

**Tab 5 – Operating Expenses / Other**

Please indicate any operating expenses for the contract period. (*Operating expenses include indirect costs*) Please note indirect costs are limited to 10% of direct costs. *Please include a written justification on Tab 6. The justification for indirect costs needs to include the requested rate.*

Please indicate the estimated Other costs requested for the contract period. (*Other costs may include Supplies and any other miscellaneous costs for the contract period*). *Please include a written justification on Tab 6.*

**Tab 6 - Narrative Budget Justification**

Please provide a brief narrative justification in the **JUSTIFICATION** column in Tab 6 for each budgeted item. Requested amounts entered on Tabs 2 through 5 will automatically populate the **BUDGETED** column on Tab 6. The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project.

**Those agencies selected for funding will be required to provide a more detailed budget as part of the contract process.**

## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, K. 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: \_\_\_\_\_

Regional Map

New York State  
Regions with Counties

