

**RFA Number: 0706140140**

**New York State  
Department of Health  
Division of Epidemiology  
Hospital-Acquired Infection Reporting Program**

**Request for Applications  
Hospital-Acquired Infection Prevention Project**

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**Key Dates**

**RFA Release Date: August 22, 2007**

**Questions Due: September 5, 2007**

**RFA Updates Posted: September 19, 2007**

**Applications Due: October 5, 2007 by 5 p.m.**

**DOH Contact Name & Address: Cindi Coluccio  
New York State Department of Health  
Hospital-Acquired Infection Reporting Program  
ESP Corning Tower, Room 2580  
Albany, NY 12237-0608**

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# **I. Introduction**

## **A. Description of Project:**

The goals of the Hospital-Acquired Infection (HAI) Prevention Project are to design, develop, implement and evaluate infection prevention and control strategies to reduce and eliminate hospital-acquired infections. The demonstration projects will identify quality improvement strategies, systematically implement them, and measure their effectiveness in reducing the targeted infections.

## **B. Background/Intent:**

HAIs are a major public health problem in the United States (U.S.). Nationally, there are an estimated 1.7 million HAIs, and 99,000 deaths annually. These infections affect 5-10% of hospitalized patients, adding an estimated health care cost of 4.5 to 5.7 billion dollars annually.

In 2005, legislation in New York was enacted for hospital-acquired infection reporting requirements effective January 1, 2007. While the immediate goal of the legislative mandate is to develop and implement an HAI reporting system for public disclosure, the ultimate goal is to prevent and control these infections.

All acute care hospitals in the state are now required to report to the New York State Department of Health (DOH) specific HAIs occurring in intensive care units and select inpatient surgical procedures. The risk of acquiring a hospital infection varies by the population served, and services provided within the hospital. It is important to target reporting to those HAIs that pose the most significant risk to patients, are the most likely to be preventable, and can be reliably detected and adjusted for risk differences. The ongoing monitoring of HAIs is important to ensure rapid detection of infection problems, provide timely feedback for continuous quality improvement efforts, and ensure patient safety.

During the last several decades, the prevalence of Multi-Drug Resistant Organisms (MDROs) in U.S. hospitals and medical centers has increased steadily, exacerbating the problem of healthcare-associated infections. MDROs are associated with increased length of hospital stays, costs, morbidity and mortality.

The prevention and control of HAIs, especially those due to MDROs, is a national priority; one that requires all healthcare practitioners, facilities, and agencies to assume responsibility and develop solutions that address reducing and eliminating these microorganisms and the infections they cause.

## **C. Problems/Issues to be Addressed:**

Funds will be used to support collaborative projects focused on one or more of the following:

- The reduction of specific types of hospital-acquired infections (e.g., surgical site infections, central line associated bloodstream infections, etc.).
- The reduction of specific microorganisms associated with hospital-acquired infections (e.g., methicillin-resistant *Staphylococcus aureus*, *Clostridium difficile*,

*Acinetobacter species*, etc.).

- The reduction of specific infections in select population groups (e.g., *Acinetobacter* infections in patients on mechanical ventilation, oncology patients, burn patients, etc.).

#### **D. Funding / Awards:**

Approximately \$1 million is available for one year to support this RFA, with the possibility of four one year renewals. Subsequent funding will be awarded contingent on meeting the deliverables stipulated in the preceding year's workplan, and availability of funding. It is expected 5-10 awards ranging from \$100,000 to \$200,000 per project per year will be awarded, not to exceed \$200,000 per award per year. If applying for more than one project, separate applications are required.

Application selection will be based on regional distribution, with at least two projects per region where possible. There will be two regions for the purpose of this RFA; Upstate and Downstate. See Table 1 on page 54 for a distribution of counties by Upstate/Downstate designation. Only applications receiving a score of 75 points or higher, out of a possible 100, will be considered for funding. If no applications are received, or meet the criteria, from one of the two designated regions, funding will be awarded to the next highest scoring applicant. Applications involving both Upstate and Downstate regions will be assigned to the region in which the majority of participating facilities are located.

## **II. Who May Apply**

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

**Applications that do not include all of the following will be automatically disqualified:**

- Organizations eligible to submit applications for funding **must** be classified as not-for-profit entities, with a healthcare focus (i.e., hospital associations, universities, healthcare networks, public health agencies, and/or corporations), or consortia of not-for-profit healthcare facilities.
- The applicant **must** be comprised of, or have a minimum of, five (5) letters of agreement (LOA) from participating facilities. Each letter must include a summary of the role and scope of responsibility of each participating facility. These letters must be signed by the facilities' CEOs, and be included with the proposal.
- The project leadership team **must** include persons with experience in conducting epidemiologic research, surveillance, and infection control. This experience **must** be documented by attaching curricula vitae for these leadership team members.
- Project applicants **must** use the National Healthcare Safety Network (NHSN) for monitoring at least one infection outcome measure and, to the extent possible, for process measures. DOH must be granted access to these data throughout the project period.

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

It is preferred at least one member of the project leadership team be certified in infection control (CIC).

### III. Project Narrative / Work Plan Outcomes

#### A. Project Expectations:

Grants will be awarded to eligible healthcare organizations to support regional collaborative initiatives targeted to the reduction of specific types of:

- Hospital-acquired infections
- Microorganisms associated with hospital-acquired infections, or
- Specific hospital-acquired infections in select population groups

Infection rates must be monitored using the NHSN, and participating facilities must grant DOH access to the data for monitoring and evaluation purposes. The infections, organisms, or population groups, are not limited to those currently required to be reported in the implementation of Public Health Law 2819 (public reporting of select hospital-acquired infections). At least one outcome indicator must be a specific hospital-acquired infection, and not limited to the acquisition of, or colonization, with a specific microorganism.

Successful applicants will be expected to:

- Develop and manage the administrative structure necessary to implement the proposed project in a timely manner. This includes adequate staffing to ensure successful development, implementation, management, and coordination of the fiscal and programmatic contract requirements, provide ongoing program evaluation, and submission of required reports
- Ensure project requirements are carried out as proposed in the grant application, workplan, or as modified through contract negotiations and/or budget modifications
- Obtain Department approval of the methods and measures to be used to evaluate the project objectives
- Provide the State with quarterly outcome, expenditure, and final reports as required in section IV-F, Payment and Reporting Requirements of Grant Awardees
- Fully cooperate with DOH representatives during project monitoring via site visits, and provide supporting documentation and other data as necessary to assess the success of the project

#### B. Eligible Activities:

Activities eligible for funding under this RFA *may* include but are *not limited to*:

- Evaluating existing infection control strategies using relevant literature review
- Designing, developing, and implementing consistent infection control interventions
- Providing training on intervention protocols
- Monitoring and evaluating the incidence of the targeted HAI prior to, during, and following the intervention
- Determining cost, effectiveness, and resources associated with implementing interventions

## IV. Administrative Requirements

### A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Epidemiology, Hospital-Acquired Infection Reporting Program. DOH is responsible for the requirements specified herein, and for the evaluation of all applications.

### B. Question and Answer Phase:

Questions regarding application content must be submitted **in writing** to:

**Cindi Coluccio**

**New York State Department of Health**

**Hospital-Acquired Infection Reporting Program**

**ESP Corning Tower, Room 2580**

**Albany, NY 12237-0608**

**Email at: [clk01@health.state.ny.us](mailto:clk01@health.state.ny.us)**

Where possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions regarding application content will only be accepted until September 5, 2007, as referenced on the cover of this RFA. Questions *limited to document formatting* may be received through the RFA application due date of October 5, 2007.

Please refer to Section V-A and B on pages 12-15 for specific instructions on how to prepare your application. If, after reviewing the instructions, you have outstanding questions limited to how to prepare your application (i.e., formatting), you may contact Cindi Coluccio via email at the address above, or by telephone at (518) 474-3343 for clarification.

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

This RFA has been posted on the Department of Health's public website at: <http://www.nyhealth.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the DOH website. It is anticipated updates will be posted by September 19, 2007.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (see attachment 6 on page 53). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information. Submission of a letter of interest is not a requirement for submitting an application.

**C. How to File an Application**

Applications must be **received** at the following address by October 5, 2007 at 5 p.m. Late applications will not be accepted.\*

**New York State Department of Health  
Hospital-Acquired Infection Reporting Program  
ESP Corning Tower, Room 2580  
Albany, NY 12237-0608**

**Applicants shall submit applications according to the following directions:**

- Submit 1 original, signed application and 4 copies for each proposal.
- Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications **WILL NOT** be accepted via fax or e-mail.

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

**Summary of Timeframes:**

Written Questions Due	September 5, 2007
Questions/Answers available on DOH Web	September 19, 2007
Application Deadline	October 5, 2007
Anticipated Award Notification	December 8, 2007
Anticipated Contract Start Date	April 1, 2008

**D. The Department of Health Reserves the Right to**

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

**E. Term of Contract**

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. It is expected that contracts resulting from this RFA will have the following time period: April 1, 2008-March 31, 2009, with the possibility of four one year renewals. Subsequent funding will be awarded contingent on meeting the deliverables stipulated in the preceding year's workplan, and availability of funding.

**F. Payment & Reporting Requirements of Grant Awardees**

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

Cindi Coluccio  
NYS Department of Health  
Hospital-Acquired Infection Reporting Program  
ESP Corning Tower, Room 2580  
Albany, NY 12237-0608

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

- Contractor will be reimbursed for actual expenses incurred as allowed in the contract budget and workplan.
  - Expenses incurred, but disallowed, will be subtracted from the amount vouchered for.
  - Modifications to the approved budget and/or workplan must be submitted in writing, and approved by the HAI Program Director, prior to the contractor instituting such changes.
3. The grant contractor will be required to submit the following periodic reports:  
Reports will be submitted at quarterly intervals, with a reporting schedule as follows:

- 1<sup>st</sup> Quarterly Report due on July 31, 2008
- 2<sup>nd</sup> Quarterly Report due on November 30, 2008
- 3<sup>rd</sup> Quarterly Report due February 28, 2009
- 4<sup>th</sup> Quarterly Report due May 31, 2009

Quarterly reports are due 30 days after the end of each quarter, and must be accompanied by the quarterly voucher to ensure payment. Vouchers received without a quarterly report will be held for payment until the report is received, and reviewed for accuracy

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

### **G. Vendor Responsibility Questionnaire**

Attachment 8 on page 55 contains the “Vendor Responsibility Questionnaire” that must be completed by all applicants, with the exception of governmental agencies (Defined as: State and Federal governmental agencies, counties, cities, towns, villages, school districts, community colleges, Board of Cooperative Education Services (BOCES), Vocational Education Extension Bards (VEEB's), water, fire, and sewer districts, public libraries, and water and soil districts), Public Corporations (Defined as: Public Authorities, Public Benefit Corporations, and Industrial Development Agencies), and Research Foundations (Defined as: Aging Research, Inc.; Health Research, Inc.; Research Foundation for Mental Hygiene; Research Foundations of CUNY and SUNY; and Welfare Research, Inc.

In addition to the questionnaire, applicants are required to provide the following with their application:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Evidence of NYS Department of State Registration
- Proof of NYS Charities Registration (if applicable)
- Copy of Certificate of Article of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable

The questionnaire should have an original signature and be notarized.

**\* Awards will not be given to non-exempt applicants who do not complete the questionnaire.**

### **H. General Specifications**

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

anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default

a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.

b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.

c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to, or does impair or prejudice the interests of the State, the Department acting on behalf of the State shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

**I. Appendices**

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX A-2 Program Specific Clauses
- APPENDIX B - Budget and Budget Justification
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **C-105.2** - Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** - Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

**NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should you receive an award.**

## V. Completing the Application

### A. Application Content

General Instructions for submission of applications:

In addition to the items requested above, a complete application will consist of the following, in the order indicated:

#### 1. Application Cover Page (Attachment 1)

The cover page summarizes the project title, project period, collaborative partners, total funds requested and regional coverage for the project.

The cover page needs to include the following:

- Applicant name, address, Federal Employee Identification Number (FEIN), charities registration number (or reason for exemption), and not-for-profit/for-profit status
- Project Director name, title, phone, fax and email information
- Project title, project period, and total funding requested
- List collaborative partners and include required signed letters of agreement
- List names and required experience (epidemiologic research, surveillance and infection control) of project leadership team members, and indicate if curricula vitae is included
- Agree to reporting data to DOH via NHSN
- Indicate region represented
- Applicant's original signature

#### 2. Applicant Organization

- Briefly describe your organizations' ability, capacity, and experience in the design and implementation of similar projects
- Provide an organizational chart depicting the position of the Project Director within the organization
- Include required signed letters of agreement
- Ensure the project leadership team includes persons with experience in conducting epidemiologic research, surveillance, and infection control, and include required curricula vitae. Preference will be given to those applicants whose leadership team includes at least one person certified in infection control (CIC). Two (2) points will be deducted from this section if the leadership team does not include a CIC.

#### 3. Program Summary/Overview

Provide an overview/brief description of the proposed project to include:

- Background and definition of the infection issue being addressed
- Proposed project design, including the target population to be evaluated, and estimated number of individuals to be evaluated
- Components of the initiative with a project timeline

- Specific health-related events to be monitored, managed, or otherwise addressed
- Desired outcomes for patients and healthcare personnel
- Methods that will be used to measure various outcomes, including the degree of compliance with recommended measures
- Outcomes measures to evaluate the effectiveness of the intervention(s), and monitoring compliance with project components and indicators
- Methods of evaluating cost and effectiveness
- Educational and training needs
- Qualifications of individuals responsible for coordination, administration, monitoring, and evaluation of the project

#### **4. Literature Review and Statement of Need**

- Describe the problem to be addressed with references to relevant peer-reviewed literature.
- Provide relevant local data on the incidence/prevalence of the health-related event (i.e., targeted infection (s)), if available.

#### **5. Program Components**

##### **A. Program Activities**

Describe specific program activities and milestones, and how oversight and management of the project will be conducted.

##### **B. Patient Eligibility Criteria, Assessment, and Selection**

- Eligibility Criteria:  
Inclusion - Population to be enrolled in project  
Exclusion - Characteristics or factors for elimination
- Description of Assessment and Selection Tools:  
Assessment tools for eligibility, willingness to participate, and informed consent if necessary
- Description of Patients to be Enrolled:  
Anticipated numbers  
Time frames for enrollment  
Numbers of participating facilities or units  
Numbers and types of patients

##### **C. Detailed Description of Intervention**

- Describe program development, implementation, management and coordination
- State measurable goals and objectives, and define what you will do and how you will implement each goal/objective
- Describe or provide screening, assessment, and monitoring tools to be utilized
- Where applicable, include equipment needed/products to be used

- 6. Training Requirements for Program Implementation and Evaluation**
- 7. Monitoring and Oversight of Program Implementation**
  - Describe how you will identify problems, develop solutions, and implement and monitor outcomes.
- 8. Outcomes Measurements and Evaluation**
- 9. HIPAA Compliance and IRB Review and Approval Process**
- 10. Work Plan, Project Timeline, and Deliverables**
- 11. Budget and Budget Justification (Attachments 2-4)**

Each applicant must complete a budget, and budget justification narrative using the attached forms. List budget components for Personal and Non-Personal Services, including fringe benefits. Applicants should submit an annual budget, assuming an April 1, 2008 start date. All costs must be related to the provision of the Hospital-Acquired Infection Prevention Project, as well as be consistent with the scope of services, reasonable, and cost effective. For all existing staff, the budget justification must delineate the percentage of time to be devoted to this initiative. Funding may only be used to expand existing activities, or create new activities pursuant to this RFA. Funds may not be used to supplant funds for currently existing staff activities.

Administrative costs will be limited to a maximum of 10% of total direct costs. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited, computer/printing equipment may be considered). Expenditures to alter or remodel existing structures will not be allowed.

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

## B. Application Format

All applications should conform to the format prescribed below. Up to five (5) points may be deducted from applications which deviate from the prescribed format.

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

No.	Application Component	Maximum Score	Format
1	Application Cover Page (original/signed)	n/a	Attachment 1
2	Applicant Organization ★ Must include required documents	10	Applicant Prepared
3	Program Summary/Overview	5	Applicant Prepared
4	Literature Review and Statement of Need	5	Applicant Prepared
5	Program Components A. Program Activities B. Patient Eligibility Criteria, Assessment, and Selection C. Detailed Description of Intervention	5 10 10	Applicant Prepared
6	Training Requirements for Program Implementation and Evaluation	5	Applicant Prepared
7	Monitoring and Oversight of Program Implementation	5	Applicant Prepared
8	Outcomes Measurements and Evaluation	10	Applicant Prepared
9	HIPAA Compliance and IRB Review and Approval	5	Applicant Prepared
10	Workplan, Project Timeline, and Deliverables	10	Applicant Prepared
11	Budget and Budget Justification	20	Attachments 2-4
<b>Total Points Available</b>		<b>100</b>	

## C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the DOH. Each project will be reviewed and scored competitively within each region for which funding is requested. See Table 1 (Pg. 54) for a listing of counties included in Upstate and Downstate regions (Attachment 7). Applications may be approved without funding. If additional funds become available, those applications approved without funding, will be funded in order of the highest ranking proposal.

**Applicants most likely to be selected for funding are those who best address the following:**

**Applicant Organization**

**(10 points):**

- Describe your organization's ability, capacity, commitment, and experience in the design and implementation of similar projects
- Provide an organizational chart depicting the position of the Project Director within the lead organization
- Engage in collaborative partnerships and submit required signed letters of agreement (minimum 5)
- Ensure the project leadership team includes persons with experience in conducting epidemiologic research, surveillance, and infection control, and include required curricula vitae. Preference will be given to those applicants whose leadership team includes at least one person certified in infection control (CIC). Two (2) points will be deducted from this section if the leadership team does not include a CIC.

**Technical Criteria**

**(70 points):**

- Program Summary/Overview
- Literature Review / Statement of Need
- Program Components
  - a) Program Activities
  - b) Patient Eligibility Criteria, Assessment, and Selection
  - c) Detailed Description of Intervention
- Training Requirements for Program Implementation and Evaluation
- Ensuring Adequate Monitoring and Oversight of Program Implementation
- Outcomes Measurements and Evaluation
- HIPPA Compliance and IRB Review and Approval
- Workplan, Project Timeline, and Deliverables

**Budget / Budget Justification Criteria**

**(20 points):**

- List Budget components for Personal and Non-Personal Services, including fringe benefits and budget justification
- Limit administrative costs to no more than 10% of the applications' total direct costs
- Budget and Budget Justification must demonstrate that funds requested are reasonable and cost effective, using usual and customary rates or fees for the activities performed and/or services provided
- Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited, computer/printing equipment may be considered). Expenditures to alter or remodel existing structures will not be allowed.

If additional funding becomes available for this initiative, funds will be awarded in the same manner as outlined in the award process described above. Following the award of grants from this RFA, applicants may request a debriefing from the DOH, Division of

Epidemiology, Hospital-Acquired Infection Reporting Program, no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

## **VI. Attachments**

Attachment 1:	Application Cover Page
Attachment 2-4:	Budget and Budget Justification Templates
Attachment 5:	Standard Grant Contract with Appendices
Attachment 6:	Letter to Receive Notification of RFA Updates and Modifications
Attachment 7:	Table I-Regions by County
Attachment 8:	Vendor Responsibility Questionnaire

**Hospital-Acquired Infection Prevention Project  
Application Cover Page**

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

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

\_\_\_\_\_

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

**Applicant Charities Registration Number:** \_ \_ - \_ \_ - \_ \_ **or Exemption Reason:** \_\_\_\_\_

**Applicant is (check one):**      **Not-for-profit** \_\_\_\_\_      **For-profit** \_\_\_\_\_

**Project Director Information:**

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

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

Phone: \_\_\_\_\_

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

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

**Application Information:**

1. Project Title: \_\_\_\_\_

2. Project Period Proposed Start Date: \_\_\_\_/\_\_\_\_ (mm/yy) Proposed End Date: \_\_\_\_/\_\_\_\_ (mm/yy)

3. Total Funding Requested: \$\_\_\_\_\_

4. List collaborative partners and include required signed letters of agreement (attach additional sheet if necessary).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List names and experience (epidemiologic research, surveillance and infection control) of each member of the project leadership team, and include curricula vitae for each (attach additional sheet if necessary).

<u>Name:</u>	<u>Experience Area:</u>	<u>Curricula Vitae attached:</u>	
_____	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

6. Applicant agrees to report all data to DOH via NHSN. YES  NO

7. Indicate the region represented in your application. Select the region where the majority of your collaborative partners are located (select only one):

Upstate \_\_\_\_ Downstate \_\_\_\_

\_\_\_\_\_  
Applicant's Original Signature

\_\_\_\_\_  
Date

Project Name: \_\_\_\_\_

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

**APPENDIX B  
BUDGET**

Provider Name: \_\_\_\_\_

Budget Period: \_\_\_\_\_

<b>Personal Services (PS):</b>				
Title/Name	Annual Salary	% FTE	Fringe	Total Funds
1.				
2.				
3.				
4.				
5.				
<b>Subtotal Personal Services:</b>				
<b>Non-Personal Services (NPS):</b>				
Supplies				
Equipment				
Travel				
Training				
Miscellaneous Contractual (specify)				
Administrative Costs				
<b>Subtotal Non-Personal Service:</b>				
<b>Total Budget:</b>				

Provider Name: \_\_\_\_\_

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

**APPENDIX B-1  
Budget Justification – Personal Services**

<b>Position Title</b>	<b>Incumbent Name</b>	<b>Responsibilities - Justification</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

**Attachment 4**

Provider Name: \_\_\_\_\_

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

**APPENDIX B-2  
Budget Justification – Non Personal Services**

Category of Expense	Cost	Description - Justification
1.		
2.		
3.		
4.		
5.		

# SAMPLE GRANT CONTRACT

STATE AGENCY (Name and Address):

.NYS COMPTROLLER'S NUMBER:\_\_\_\_\_  
ORIGINATING AGENCY CODE:\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR (Name and Address):

\_\_\_\_\_  
. TYPE OF PROGRAM(S)

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION NUMBER:

\_\_\_\_\_  
. INITIAL CONTRACT PERIOD  
. FROM:

MUNICIPALITY NO. (if applicable):

\_\_\_\_\_  
. TO:

CHARITIES REGISTRATION NUMBER:

\_\_\_\_\_  
. FUNDING AMOUNT FOR INITIAL PERIOD:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ or ( ) EXEMPT:  
(If EXEMPT, indicate basis for exemption):

\_\_\_\_\_  
.

—

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

\_\_\_\_\_  
. MULTI-YEAR TERM (if applicable):  
. FROM:  
TO:

\_\_\_\_\_  
CONTRACTOR IS( ) IS NOT( ) A  
SECTARIAN ENTITY

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

---

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- \_\_APPENDIX A Standard clauses as required by the Attorney General for all State contracts.
- \_\_APPENDIX A-1 Agency-Specific Clauses (Rev 11/06)
- \_\_APPENDIX B Budget
- \_\_APPENDIX C Payment and Reporting Schedule
- \_\_APPENDIX D Program Workplan
- \_\_APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## OTHER APPENDICES

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

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

\_\_\_\_\_

Contract No. \_\_\_\_\_

CONTRACTOR

STATE AGENCY

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Print Name)

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

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

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

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

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

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

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

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

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

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

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

STATE OF NEW YORK  
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program

objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

## II. Payment and Reporting

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

## III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many

outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

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

#### IV. Indemnification

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

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-1.

#### VI. Safeguards for Services and Confidentiality

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

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

3. **COMPTROLLER’S APPROVAL:** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

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

5. **NON-DISCRIMINATION REQUIREMENTS:** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex,

national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. **INTERNATIONAL BOYCOTT PROHIBITION:** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition

of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. **RECORDS:** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of

goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

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

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN:** In accordance with Section 312 of the Executive law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then: (a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of

compensation;

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

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

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

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

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

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

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

17. SERVICE OF PROCESS: In addition to the

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

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

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

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

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

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

Department of Economic Development  
Division for Small Business  
30 South Pearl Street

Albany, New York 12245  
Tel: 518-292-5220

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

Department of Economic Development  
Minority and Women's Business Development  
Division  
30 South Pearl Street  
Albany, New York 12245  
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS: Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany, New York, 12245, for a current list of jurisdictions subject to this provision.

Revised November 2000

APPENDIX A-1  
(REV 11/06)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
    - i. *If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.*
    - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
  - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
    - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
    - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
    - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
  5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
    - a. LOBBYING CERTIFICATION
      - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
      - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31

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

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
    - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

services and that all sub-recipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

**Instructions for Certification**

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
  - b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  - d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those

regulations.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Other Modifications
  - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
    - ◆ Appendix B - Budget line interchanges;
    - ◆ Appendix C - Section 11, Progress and Final Reports;
    - ◆ Appendix D - Program Workplan.
  - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR  
**WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

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

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR  
**WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

14. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2  
PROGRAM SPECIFIC CLAUSES

1. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
2. The Department shall have the right to contact any subcontractor directly concerning the performance of the obligations contained herein and to require the attendance of the subcontractor at any or all meetings between the Contractor and the Department, at which the performance of the Contractor pursuant to this AGREEMENT will be discussed.
3. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractor's request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this AGREEMENT, or at the direction of the Department, used to provide additional services provided for under this AGREEMENT.
4. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this AGREEMENT. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.
5. PUBLICATIONS AND COPYRIGHTS
  - a. The Contractor agrees that any and all materials, publications, videos, curricula conceived, produced and/or reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall become property of the Department and shall acknowledge the support of the Department of Health with the following language: "Produced with funding from the New York State Department of Health, Hospital-Acquired Infection Reporting Program."
  - b. The Department and the State of New York expressly reserve the right to reproduce, publish, distribute, copyright, or otherwise use, in perpetuity, any and all materials, publication, videos, curricula conceived and produced, resulting from the AGREEMENT or activity supported by this AGREEMENT.
  - c. The Contractor agrees that unless otherwise provided by the terms of this agreement, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this AGREEMENT, or permitting others to do so without the prior written consent of the Department.
  - d. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.
  - e. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the

support of the Department and the State of New York and (2) shall 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, interpretation or policy of the Department or the State of New York.

6. PURCHASING

- a. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
- b. Procurement records and files for purchases in excess of \$5,000 shall include the following:
  - i. basis for selection;
  - ii. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
  - iii. justification for lack of competition when competitive bids or offers are not obtained;
  - iv. basis for award cost or price.

7. Reimbursement for any travel related expenses, including but not limited to transportation, Lodging, and meal expenses shall be based upon the actual, necessary, and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this AGREEMENT. Such expenses shall be limited to the established travel reimbursement guidelines for State employees, issued by the Office of the State Comptroller.

## APPENDIX B BUDGET

Provider Name: \_\_\_\_\_

Budget Period: \_\_\_\_\_

<b>Personal Services (PS):</b>				
Title/Name	Annual Salary	% FTE	Fringe	Total Funds
1				
2				
3				
4				
5				
<b>Subtotal Personal Services:</b>				
<b>Non-Personal Services (NPS):</b>				
Supplies				
Equipment				
Travel				
Training				
Miscellaneous Contractual (specify)				
Administrative Costs				
<b>Subtotal Non-Personal Service:</b>				
<b>Total Budget:</b>				

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

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

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ◆ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

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

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

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have

no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE 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 at the following address:  
Cindi Coluccio  
NYS Department of Health  
Hospital-Acquired Infection Reporting Program  
ESP Corning Tower, Room 2580  
Albany, NY 12237-0608
- G. All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

## II. Progress and Final Reports

- A. Narrative/Qualitative Report  
The CONTRACTOR will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how The CONTRACTOR has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

them.)

- B. **Statistical/Quantitative Report**  
The CONTRACTOR will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., patient/client encounters, procedures performed, training sessions conducted, etc.)
  
- C. **Expenditure Report**  
The CONTRACTOR will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.  
  
**Quarterly vouchers will not be processed until receipt of all quarterly reports for the period for which reimbursement is being claimed.**
  
- D. **Final Report**  
The CONTRACTOR will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

## APPENDIX D PROGRAM WORKPLAN

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

### I. CORPORATE INFORMATION

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

### II. SUMMARY STATEMENT

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

### III. PROGRAM GOALS

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

### IV. SPECIFIC DELIVERABLES

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

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

## **Appendix H**

### Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security

#### **I. Definitions:**

- (a) Business Associate shall mean the CONTRACTOR.
- (b) Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.

#### **II. Obligations and Activities of the Business Associate:**

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to

Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### III. Permitted Uses and Disclosures by Business Associate

#### (a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

#### (b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain

confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR '164.502(j)(1).

#### IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

#### V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

#### VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

*Miscellaneous*

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

(HIPAA Appendix H) 6/05



**Letter to Receive Notification of RFA Updates and Modifications**

Cindi Coluccio  
NYS Department of Health  
Hospital-Acquired Infection Reporting Program  
ESP Corning Tower, Room 2580  
Albany, NY 12237-0608

Re: RFA # 0706140140  
RFA Title: Hospital-Acquired Infection Prevention Project

Dear Ms. Coluccio:

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

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

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

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

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

Sincerely,

Table 1 – Regions by County

<b>1. Upstate Region</b>	<b>2. Downstate Region</b>
Albany County	Bronx County
Allegany County	Dutchess County
Broome County	Kings County
Cattaragus County	Nassau County
Cayuga County	New York County
Chautauqua County	Orange County
Chemung County	Putnam County
Chenango County	Queens County
Clinton County	Richmond County
Columbia County	Rockland County
Cortland County	Suffolk County
Delaware County	Sullivan County
Erie County	Ulster County
Essex County	Westchester County
Franklin County	
Fulton County	
Genesee County	
Greene County	
Hamilton County	
Herkimer County	
Jefferson County	
Lewis County	
Livingston County	
Madison County	
Monroe County	
Montgomery County	
Niagara County	
Oneida County	
Onondaga County	
Ontario County	
Orleans County	
Oswego County	
Otsego County	
Rensselaer County	
Saratoga County	
Schenectady County	
Schoharie County	
Schuyler County	
Seneca County	
St. Lawrence County	
Steuben County	
Tioga County	
Tompkins County	
Warren County	
Washington County	
Wayne County	
Wyoming County	
Yates County	

**STATE OF NEW YORK**  
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FEIN#

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

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

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

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<p><b>21.</b> Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:</p> <p style="margin-left: 20px;"><b>a)1.</b> been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p style="margin-left: 40px;">2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p style="margin-left: 40px;">3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p style="margin-left: 40px;">4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p style="margin-left: 40px;">5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p style="margin-left: 40px;">6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p style="margin-left: 40px;">7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p style="margin-left: 40px;">8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p style="margin-left: 40px;">9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<p style="text-align: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/>  <b>No</b> </p>
<p><b>b)</b> been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p style="text-align: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/>  <b>No</b> </p>
<p><b>c)</b> been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p style="margin-left: 20px;">1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety &amp; Health Administration (OSHA) or New York State labor law;</p> <p style="margin-left: 20px;">2. state or federal environmental laws;</p> <p style="margin-left: 20px;">3. unemployment insurance or workers’ compensation coverage or claim requirements;</p> <p style="margin-left: 20px;">4. Employee Retirement Income Security Act (ERISA);</p> <p style="margin-left: 20px;">5. federal, state or local human rights laws;</p> <p style="margin-left: 20px;">6. civil rights laws;</p> <p style="margin-left: 20px;">7. federal or state security laws;</p>	<p style="text-align: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/>  <b>No</b> </p>

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<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;            9. state or federal anti-trust laws; or            10. charity or consumer laws?  <b><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></b></p>	
<p><b>22.</b> In the past three (3) years, has the vendor or its affiliates<sup>1</sup> had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?  <b><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
<p><b>23.</b> Has the vendor (for profit and not-for profit corporations) or its affiliates<sup>1</sup>, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?  <b><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
<p><b>24.</b> Is the vendor exempt from income taxes under the Internal Revenue Code?  <b><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
<p><b>25.</b> During the past three (3) years, has the vendor failed to:</p> <p style="margin-left: 20px;"><b>a)</b> file returns or pay any applicable federal, state or city taxes?  <b><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></b></p> <p style="margin-left: 20px;"><b>b)</b> file returns or pay New York State unemployment insurance?  <b><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
<p><b>26.</b> Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?  <b><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No

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

**STATE OF NEW YORK**

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

OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: \_\_\_\_\_ )  
County of: \_\_\_\_\_ ) ss:

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

Name of Business \_\_\_\_\_ Signature of Owner/Officer \_\_\_\_\_  
Address \_\_\_\_\_ Printed Name of Signatory \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date