

RFA Number 06-0002

New York State Department of Health
AIDS Institute - Office of the Medical Director

Request for Applications

Nicholas A. Rango HIV Clinical Scholars Program – Western Region

Release Date: October 11, 2006
Letter of Interest to Apply Due: October 25, 2006
Questions Due: November 1, 2006
Applications Due: November 28, 2006

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REQUEST FOR APPLICATIONS (RFA)
NICHOLAS A. RANGO HIV CLINICAL SCHOLARS PROGRAM
WESTERN NEW YORK REGION

I. Introduction

The New York State Department of Health AIDS Institute (AI) anticipates the availability of state funds for the implementation of the Nicholas A. Rango HIV Scholars Program (Scholars Program). A total of \$130,000 is expected to fund one HIV Scholars Training Program at a Designated AIDS Center (DAC) in the Western Region of New York. This region includes the following counties: Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming and Yates. This targeted solicitation is being issued to address a critical shortage of clinicians able and willing to treat people with HIV in Buffalo, the second largest city in the state.

The award for training the clinical scholar will not exceed \$130,000. The successful applicant will be responsible for recruiting and training a clinician (physician, nurse practitioner or physician assistant) with a focus on the ambulatory management of HIV disease and the public health aspects of the HIV epidemic. The intent is to develop a clinician with excellent clinical skills and the ability to provide leadership in the HIV field, particularly helping to shape the structure of the HIV care delivery system.

Additionally, the successful applicant is expected to recruit a candidate that can make a commitment to practice HIV medicine in Buffalo for a minimum of two years after the completion of the program.

Background/Intent

Halfway through the third decade of HIV/AIDS, New York State remains the epicenter of the epidemic in the United States. As of June, 2005, over 166,000 AIDS cases have been reported in New York State, representing nearly 17 percent of the nation's total AIDS cases. Compared to the United States, a greater proportion of New York's AIDS cases are among women, people of color, and injecting drug users. It is estimated that New York State has about 150,000 people living with HIV and AIDS. Complex drug regimens, co-morbidities of tuberculosis, STDs, hepatitis C, mental illness and substance use, and a wide range of social issues attendant to HIV/AIDS represent some of the challenges health care professionals must be prepared to address. With effective antiretroviral therapy, HIV has become a chronic, manageable disease. Clinicians caring for HIV-infected patients must have the expertise of an HIV specialist in addition to maintaining the general skills required for good primary care. This means basic management of the clinical needs of an increasingly aging population which include cancer prevention and screening, screening for and management of cardiac and metabolic abnormalities, as well as integrating HIV prevention and behavioral skills into clinical practice. The Scholars Program is uniquely dedicated to the development of highly qualified, broadly trained clinicians with the commitment and skills needed for leadership in the rapidly changing field of HIV medicine.

The goals of the HIV Scholars Program are 1) to develop experienced HIV clinicians committed to serving the populations most affected by HIV/AIDS; 2) to enhance participants' leadership skills; and, 3) to expand the network of health care professionals in New York State engaged in HIV clinical care and prevention, program policy and planning, and advisory roles. These goals are reached through the provision of an intensive, focused training in HIV/AIDS clinical care and the public health aspects of the HIV/AIDS epidemic to a select group of physicians, physician assistants, nurse practitioners and dentists. This two-year, fellowship type program offers didactic and experiential training in clinical care, public health, management and policy.

The specific goal of this RFA is to increase the capacity in the Buffalo area to provide high quality, accessible care to people with HIV/AIDS by training a qualified clinician and encouraging him/her to stay in the area. Buffalo is designated as both a Human Resources and Services Administration (HRSA) Health Professional Shortage Area (HPSA) and a New York State Regents Physician Shortage Area (RPSA). These designations make it possible for the municipality to offer incentives, including but not limited to scholarships, Federal and State loan repayment programs, and loan forgiveness programs, to health care professionals who commit to working for a stated period of time in specific areas. Information on how to contact these programs appears on page 10 of this RFA.

II. Who May Apply

Applications will be accepted from Designated AIDS Center (DAC) hospitals certified by the New York State Department of Health, as described in NYCRR, Section[405.22 (g) (1)] that are located in the Western New York Region. The successful applicant will have access to videoconferencing equipment/resources to facilitate the participation of the scholar in weekly core curriculum lectures. Applications will be accepted from not-for-profit or government entities only.

Applicants must have a physician designated as Project Director who is responsible for the overall guidance of the program. The Project Director must be an HIV Specialist as described in the NYSDOH AIDS Institute's HIV Specialist Policy (Attachment 1). Responsibilities include oversight and evaluation of all clinical education and training, direct clinical mentoring of the scholars, the identification of preceptors and oversight of faculty.

III. General Requirements

The Nicholas A. Rango HIV Scholars program is a two-year, fellowship-type training program that offers specialty training focused on HIV/AIDS for physicians, physician assistants and nurse practitioners.

Only those clinicians currently licensed or eligible to be licensed or registered in New York State are qualified to be HIV scholars.

The program has three major components:

1. HIV/AIDS Clinical Care
2. HIV Core Curriculum/Public Health/Leadership Training
3. Independent Study Project

The applicant is responsible for implementing Components 1 and 3. The AI is responsible for implementing Component 2.

To fulfill the clinical component scholars will be trained to provide primary care to individuals with HIV/AIDS with a focus on related subject matter such as substance use and urban health issues.

- **Applicants should:**
 - Demonstrate that the Project Director is committed to:
 - participating directly as a preceptor/mentor in the scholar's clinical education

- meeting with the scholar individually at least **once per month, outside clinic time** to evaluate and discuss the scholar's progress, clinically and programmatically
- attending and participating in Scholars Program meetings with the AI
- Designate a Project Coordinator/Administrator who will function as the agency liaison with the AIDS Institute and be responsible for the day-to-day implementation of the program;
- Show the ability of the Project Coordinator to:
 - schedule and coordinate the scholar's activities
 - ensure appropriate workspace, including telephone and computer access with Internet capabilities is available to the scholar
 - ensure adequate support and clerical services are available
- Demonstrate the ability of the agency to provide access to a broad range of training opportunities and faculty to the scholar, including individuals from community-based services outside the academic center;
- Indicate their plan to ensure that the scholar is afforded the opportunity to attend and participate in local and statewide conferences as well as at least one national conference per funding year;
- Delineate their plan to ensure core clinical didactic education is provided to the scholar for all topics listed in Section D of Program Standards (Attachment 2);
- Acknowledge and agree that the scholar is required to attend core curriculum classes, seminars and the mini-lecture series offered by the AI on Wednesdays, when scheduled. Activities that conflict with the scholar's attendance should be avoided. Scholars in the Rochester and Buffalo area are expected to attend lectures at least one time per month, and to participate via web-meeting technology for the rest of the lectures. The web-based technology is provided by the AIDS Institute. Additionally, Rochester and Buffalo scholars may be expected to attend in person more than one time per month, as required by the type of presentation offered. (e.g. hands on training, mini-rotations, etc.)
- Demonstrate that the scholar will have at least three (3) clinic sessions per week. In addition to these, and depending on individual needs and interests, the scholar can be assigned to other HIV-related clinic sessions;
- Present information about existing linkages and collaborative arrangements with HIV service organizations. Linkages should include community health centers, outreach/education organizations, prevention, support and community service programs, Ryan White Networks, the Ryan White Planning Council, AIDS Task Forces, and any other relevant organizations.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health (DOH), AIDS Institute, Office of the Medical Director. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase: All substantive questions should be submitted in writing to:

**Kathi Montesano-Ostrander
Director, HIV Scholars Program
NYSDOH AI/OMD
ESP — Corning Tower Room 259
Albany, New York 12237**

or to kmo01@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until 4:00 p.m. on November, 1, 2006.

Questions of a technical nature can be addressed via telephone by calling Kathi Montesano-Ostrander @ 518-474-3459, or in writing to kmo01@health.state.ny.us or Dr. Alvaro Carrascal @ 518-473-8815, afc04@health.state.ny.us. Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application. Questions related to budget preparation can be addressed to Dawn Marble @ 518-473-8815 or at dmmll@health.state.ny.us

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. See the paragraph titled "Applicant Conference and Letter of Interest" (below) to determine how to receive department responses to questions.

Written answers to all questions raised will automatically be provided on or before November 15, 2006 to those agencies that have submitted a Letter of Interest. In addition, questions and answers as well as any updates and/or modifications will be posted on the Department of Health's website, www.nyhealth.gov/funding

C. Applicant Conference and Letter of Interest

- **There will be no applicant conference for this solicitation.**
- **Letter of Interest** - Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest should be received by 4:00 p.m. on October 25, 2006 at the address shown in section B above in order to automatically receive written responses to questions and to receive any updates or modifications to this RFA. Failure to submit a Letter of Interest will not preclude the submission of an application nor have any effect on the review of the application. A sample Letter of Interest format is included as Attachment 3.

D. How to File an Application

Applications must be **received** at the following address by 5:00 p.m. on November 28, 2006. **Late applications or applications misdirected to other addresses will not be accepted.**

Valerie J. White
Director, Administration & Contract Management
NYS Department of Health
AIDS Institute
ESP, Corning Tower, Room 359
Albany, New York 12237

Applicants should submit one (1) original, signed application and six (6) copies. The original should be clearly identified and bear the original signature of the chief executive officer (or his/her designee) of the organization submitting the application on the Application Cover Sheet (Attachment 4). Each applicant should also submit a Letter of Commitment bearing the signature of the chief executive officer or his/her designee. The letters should affirm the agency's commitment to implementing the proposed program, including assurances that staff will be qualified, appropriately trained, and have sufficient in-house resources (see Attachment 5 for a sample Letter of Commitment).

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 Room 359 prior to the date and time specified above. Late applications due to delay by the carrier or not received in the department's mailroom in time for transmission to Room 359 will not be considered.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Modify the detail specifications should no applications be received that meet all these requirements.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

The contract awarded under this RFA will be for a 12-month term, with an anticipated start date of July 1, 2007. The award may be renewed for up to three additional one-year periods based upon satisfactory performance and the availability of funds.

G. Payment Methods & Reporting Requirements

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 twenty-five (25) percent.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

Dawn Marble
Fiscal Administrator
NYS Department of Health
AIDS Institute, Office of the Medical Director
ESP-Coming Tower Room 259
Albany, New York 12237

3. 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. The grant contractor shall submit the following periodic reports:

Quarterly Report of Activities
Budget Statement and Report of Expenditures (BSROE)

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

H. Vendor Responsibility Questionnaire

New York State Procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) f of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts. Additionally, the State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL.

The following factors are to be considered in make a responsibility determination:

- Legal authority to do business in New York State;
- Integrity;
- Capacity – both organizational and financial; and,
- Previous performance.

Additional information concerning vendor responsibility may be found at the Office of the State Comptroller's (OSC) website:

<http://nvosc3.osc.state.ny.us/agencies/gbull/b221.htm>

Detailed interpretation of frequently asked questions regarding vendor responsibility may also be found at the OSC website:

<http://www.osc.state.ny.us/vendrep/faqs.htm>

Attachment 6 contains the "Vendor Responsibility Questionnaire" for use by all applicants other than municipalities or other local governments. The selected applicant will be required to complete the Vendor Responsibility Questionnaire if applicable to your organization. Awards will not be given to non-governmental applicants who do not complete the questionnaire.

I. General Specifications

1. By signing the "Application Cover Sheet and Commitment Letter" each applicant attests to its express authority to sign on behalf of the applicant.
2. The 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 should be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices

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

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses for all Department of Health contracts
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Work Plan
APPENDIX E	Unless the CONTRACTOR is a political subdivision of the 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:

- Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Coming Tower Rm. 1315, Albany 12237-0016), or
- Affidavit Certifying That Compensation Has Been Secured, form SI-12 or GSI-105.2
- Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB 100 or 101, completed for workers' compensation; and

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

- Certificate of Insurance, form DB-120.1, or
- Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155 or
- Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB 100 or 101, completed for disability benefits 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 your agency receive an award.

V. **Completing the Application**

A. **Application Format**

All applicants should follow the format presented below. Respond to **each** of the following statements and questions. Your responses comprise your application. **Number/letter your narrative to correspond to each statement and question in the order presented below.** Be specific and complete in your response. Indicate if the statement or question is not relevant to your agency or proposal. Number the pages in consecutive order.

The values assigned to sections are an indication of the relative weight given to each section. Strictly adhere to page limitations. Applications should not exceed fifteen (15) double-spaced pages (not including the budget, budget justification, and all attachments), using a 12 pitch type font and should have one inch margins all around. The format of the application should follow the Project Narrative.

Non-compliance with format requirements will result in the deduction of a maximum of 5 points.

1. **Letter of Commitment (1 Page) – Not Scored**

Each applicant should submit a letter of commitment bearing the signature of the chief executive officer or his/her designee. The letter should affirm the agency's commitment to implementing the proposed program including sufficient in-house resources (see Attachment 5 for a sample letter).

2. **Program Summary (1 Page Maximum) – Not Scored**

Summarize your proposed program in one page or less. Include a brief statement about the purpose of the program and the amount of funding requested.

B. **Program Narrative**

1. **Applicant Organization and Capacity** **(2 Pages Maximum)** Maximum Score: 10 Points

- a. Describe your institution and its mission and services, highlighting all HIV services currently provided; include length of time these services have been provided and type and location of services.
- b. Describe your institution's experience providing HIV care. Include the number of individuals you provided HIV/AIDS care to within the last full calendar year, differentiating between those patients receiving inpatient and ambulatory care.
- c. Describe your institution's capacity to provide administrative and executive support for program implementation, evaluation of progress, fiscal management, grants management, clinical management, and information systems, including meeting AIDS Institute reporting requirements.
- d. Describe existing linkages and collaborative arrangements with HIV service organizations; include community health centers, outreach/education organizations, prevention, support and community service programs, Ryan White Networks, the Ryan White Planning Council, AIDS Task Forces, etc.

- e. Describe your organization's familiarity and/or experience with the HRSA Health Provider Shortage Area (HPSA), Medically Underserved Areas/Medically Underserved Populations (MUA/MUP) designations and the NYS Regents Physician Shortage Area (RPSA) designation. Information regarding HPSA and MUA/MUPs can be obtained from the HRSA Shortage Designation Branch by calling 1-888-275-4772 or contacting their website, sdb@hrsa.gov. Information regarding the Regents PSA can be obtained at <http://www.highered.nysed.gov/kiap/scholarships/rplfap.htm>.

The New York State Department of Health, Bureau of Health Planning and Policy Development provides assistance to communities and facilities seeking to obtain shortage designations, and information regarding those designations. Please contact Caleb Wistar, Assistant Chief Health Planner, 518-473-7019, or ccw01@health.state.ny.us

2. Proposed Plan to Ensure Retention of Scholars Following Graduation
(2 Pages Maximum)

Maximum Score: 20 Points

Describe your plan for ensuring that the scholars trained by your program will continue the clinical practice of HIV medicine in Buffalo after graduation. Include information on recruitment plans, incentives (financial and other types) education and/or research opportunities and assistance with placement in an appropriate clinical position.

3. Program Design and Activities **(10 Pages Maximum)**

Maximum Score: 40 Points

- a. Describe the overall structure of your proposed program, and how it fits into the structure of the HIV/AIDS Program.
- b. Include an organizational chart as an attachment (not included as part of page limit).
- c. Describe the role of the Project Director in the overall management of the program. This includes oversight of all clinical education and training, clinical mentoring of the scholar, identification of preceptors and oversight of faculty.
- d. Detail how the Project Director meets the qualifications for the HIV Specialist designation, as delineated in the New York State HIV Specialist policy. (Attachment 1)
- e. Describe the role of the Project Coordinator/Administrator in the day-to-day management of the program. This includes scheduling and coordinating the scholar activities; ensuring appropriate workspace, including telephone and computer access with Internet capabilities; and ensuring that adequate support and clerical services are available.
- f. Describe the positions and duties of any other program staff and their qualifications for the position. Staff, their responsibilities and the percent of effort dedicated to the program should be listed on Budget Forms 3 and 3A in Attachment 7. Include the curriculum vitae of each program staff as an attachment (not included as part of page limit).
- g. Describe your methods for marketing the Scholars Program and for recruiting suitable candidates.
- h. Describe the educational strategies that will be used to ensure that the scholar covers all topics listed in the core didactic education section of the Program Standards (Attachment 2)

- i. Describe how rotations will be set up to ensure the scholar participates in all required rotations as stated in the Program Standards (Attachment 2) as well as any elective rotations.
- j. Describe the ability of the agency to provide access to a broad range of training opportunities and faculty to the scholar, including individuals from community-based services outside the academic center.
- k. Applicants should demonstrate their plan to ensure that the scholar is afforded the opportunity to attend and participate in local and statewide conferences as well as at least one national conference per funding year.
- l. Please submit a mock up schedule for the scholar that includes information about both clinical and didactic obligations. (Wednesdays must be available for scholar's attendance at the core curriculum, seminars and mini-lecture series sponsored by the AI.)
- m. Describe your plan for involving the scholar in clinical presentations, case presentations, grand rounds, journal clubs and other educational opportunities.

4. Evaluation

(1 Page Maximum)

Maximum Score:

10 Points

- a. Describe the criteria you will use to determine if an applicant is an appropriate, qualified candidate.
- b. Describe how you will make an initial assessment of the scholar's level of knowledge and familiarity with HIV medicine and develop an individualized academic plan to ensure she/he gains the necessary knowledge and information.
- c. Explain how you will:
 1. Monitor and document the scholar's progress toward completing the clinical academic core curriculum, as described in the Program Standards (Attachment 2);
 2. Evaluate the scholar's clinical rotations;
 3. Assess the progress made in achieving clinical competency;
 4. Monitor progress in the development and completion of the Independent Study Project; and
 5. Monitor progress toward developing and implementing the site seminar (if required).

5. Budget

(Budget forms and 2-page narrative; not included in overall page limit)

Maximum Score:

20 Points

All budget proposals should be submitted on the AIDS Institute budget forms supplied with this RFA (Attachment 7). Applicants wishing to obtain an electronic version of the Budget Forms and Instructions may request a copy from kmo01@health.state.ny.us or dmm11@health.state.ny.us. Applicant should submit a 12-month budget, assuming a July 1, 2007 start date. Budget proposals should support the work plan (program design) in section 3 above. Award amounts will be based on salary and fringe benefits for the scholar, percent of time for the Project Director and Coordinator, and reasonable administrative expenses directly related to the training of the scholar.

Justification for each cost should be submitted in narrative form, which may not exceed two (2) double spaced pages in its entirety. (These pages are not included in the page limitations). Cost effectiveness should be demonstrated for each requested budget item.

The award for training one clinical scholar will not exceed \$130,000. The proposed budget should include an estimate of costs for the scholar's monthly travel to NYC for AI sponsored core curriculum and lectures. The budget should also include the projected cost of the scholar's attendance at a minimum of one national conference per funding year.

For all existing staff, the Budget Justification should delineate the responsibilities to be undertaken and how the percentage of time devoted to this initiative has been determined. This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.

Administrative costs will be limited to a maximum of 10% of total direct costs.

Applicants are required to offer participation in a group health plan to the scholar.

Expenditures will not be allowed for the purchase of major pieces of depreciable equipment or remodeling or modification of structure. Limited computer/printing equipment and/or office furniture may be considered if justified.

Applicants will be required to submit quarterly activity reports on the program progress and fiscal expenditure information in the format specified by the AIDS Institute.

C. Review Process

It is the intent of the AIDS Institute to identify and fund one (1) Western New York provider that has the capacity to fulfill all the requirements included in this RFA and the **demonstrated ability to assist the Scholar in finding appropriate clinical placement in Buffalo.** In the event that no applicant meets an acceptable scoring threshold, the AIDS Institute reserves the right to fund the next highest scoring applicant in the region contingent upon modifications to the application agreed upon by the AIDS Institute and the contractor.

A panel convened by the AIDS Institute will conduct reviews of applications from eligible agencies. All applications will be reviewed using an objective rating system reflective of the required items specified for each section. A one-level review will be conducted. The reviewers will consider the following factors: (1) clarity of the application; (2) responsiveness to the RFA; (3) demonstrated capacity of the agency to recruit and train an appropriate candidate, and the proposed method for ensuring the graduating scholars will practice in Buffalo; (4) the comprehensiveness of the program design; (5) the appropriateness of the evaluation strategy; and (6) justification for costs included in the budget.

Applicants will be selected based upon evaluation of materials submitted. The maximum point value of each section appears at the beginning of that section in the RFA. The applicant with the highest score will be selected for funding. Applicants failing to demonstrate their ability to meet requirements as stated in this RFA and the Program Standards (Attachment 2), to follow the prescribed format may be removed from consideration for funding, or points may be deducted from their score.

In cases in which two or more applicants for funding are judged, on the basis of their written proposals, to be essentially equal in quality, such applicants may be invited to meet and interview with appropriate AIDS Institute staff. Such meetings, to be conducted in a fashion comparable to employment interviews, are for the purpose of helping to distinguish between or among the applicants based on their responses to structured questions.

Following the awarding of grants from this RFA, applicants may request a debriefing from the NYS DOH AIDS Institute, Office of the Medical Director. This debriefing will be limited to the positive and negative aspects of the subject application only and must occur within six months from the contract award date.

Each applicant may submit only one proposal. The State and/or AIDS Institute will accept all proposals that are complete and properly submitted. **Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.**

VI. Attachments

The following should be submitted with your application and are not counted towards the application's overall page limitation:

Attachment 4: Application Cover Sheet

Attachment 5: Letter of Commitment

Attachment 6: Vendor Responsibility Questionnaire

Attachment 7: Budget Forms and Narrative Justification

Attachment 9: Application Checklist

Curriculum Vitae for all Program Staff

ATTACHMENTS

APPENDIX I

HIV SPECIALIST POLICY

The complexity of ambulatory care management of people with HIV, especially with regard to the use of antiretroviral therapy, has necessitated a corresponding increase in the level of expertise of clinicians providing this care. In the absence of formal criteria to certify clinicians as HIV Specialists, agencies in the medical and public health sectors have forged ahead to develop local definitions to govern their operations and above all to foster the highest quality of care for people with HIV. The intent of this policy is to guide clinical providers and healthcare facilities in development and implementation of their own procedures for the credentialing of HIV Specialists and to articulate the standard for a statewide definition of an HIV Specialist.

Considerable deliberation by the Medical Care Criteria Committee resulted in a general consensus regarding the need for an experience-driven definition of an HIV Specialist and for a description of mechanisms by which individual providers who lack the required level of experience might gain it. The Committee also encourages all HIV practitioners to honestly assess their own levels of experience in order to best define their appropriate status.

INTRODUCTION

The clinical care of persons with HIV/AIDS requires the participation of clinicians with specialized expertise in the practice of HIV medicine.

Scientific and clinical knowledge about the management of HIV infection and disease continues to evolve at a rapid pace, resulting in frequent changes in state-of-the-art practice. As evidence mounts to support specific advances in management strategies, these strategies must be integrated into routine care as soon as they are available to persons living with HIV.

QUALIFICATIONS FOR HIV SPECIALIST STATUS

The single most important factor in gaining experience in HIV clinical management is hands-on experience that includes the direct management of antiretroviral therapy. The following criteria define an HIV Specialist:

- Direct clinical ambulatory care of HIV-infected persons, including management of antiretroviral therapy, in at least 20 patients during the past year

AND

- Ten hours annually of CME including information on the use of antiretroviral therapy in the ambulatory care setting

Practitioners who have been accorded I-IIIV Specialist status by the American Academy of HIV Medicine (AAHIVM) or have met the HIV Medicine Association's (HIVMA) definition of an HIV-experienced provider are eligible for designation as an HIV Specialist in New York State, provided that the requirements for management of antiretroviral therapy in HIV-infected patients have been fulfilled in the ambulatory care setting.

Nurse practitioners and licensed midwives who provide clinical care to HIV-infected individuals in collaboration with a physician may be considered HIV Specialists provided that all other practice agreements are met (8 NYCRR 79-5.1; 10 NYCRR 85.36; 8 NYCRR 139-6900). Physician assistants who provide clinical care to HIV-infected individuals under the supervision of an HIV Specialist physician may also be considered HIV Specialists (10 NYCRR 94.2).

EXPECTATIONS OF AN HIV SPECIALIST

An HIV Specialist should have an understanding of and familiarity with the following areas:

- **Latest information about HIV disease and treatments.** Advances in antiretroviral therapy continue to make HIV a dynamic field. Data regarding new drugs and their combinations continue to emerge, changing standards of practice. Familiarity with these new drugs, their side effects, including treatment-related lipid disorders, and interactions with other drugs is a feature of basic HIV care.
- **State-of-the-art diagnostic techniques,** including quantitative viral measures and resistance testing.
- **Immune** system monitoring.
- **Strategies to promote treatment adherence,** including methods to elicit information about adherence from patients, techniques to measure adherence in clinical practice, and referral sources for adherence support services.
- **Management of opportunistic infections and diseases.** Basic familiarity with the clinical presentation and proper diagnostic approach to opportunistic diseases and a strong grasp of the therapeutic strategies to manage them are an essential part of basic HIV *care*.
- **Management of HIV-infected patients** suffering from commonly associated co-morbid conditions, including tuberculosis, hepatitis B and C, and syphilis.
- **Access and referral to clinical trials.**
- **Post-exposure prophylaxis** protocols and infection control issues.
- **Guidelines for prophylaxis to prevent vertical transmission and systems for referral to obstetrical providers with experience in management of HIV-infected pregnant women.**
- **Care coordination.** Proper referral to other providers for specialty care (e.g., oral, ophthalmologic, obstetrics, gynecology, dermatology, nutrition, drug treatment).
- **Patient education,** including risk-reduction/harm-reduction counseling.
- **Preconceptional counseling for women of childbearing age,** including knowledge of contraceptive methods and ways to prepare for a healthy pregnancy.

EXPECTATIONS OF AN HIV SPECIALIST IN PEDIATRICS

The HIV Specialist in Pediatrics should collaborate with the mother's I-IIV Specialist and obstetrical care provider to obtain maternal history prior to and during delivery.

In addition to the above-mentioned expectations of the medical specialist treating adults, an HIV Specialist in Pediatrics should have an understanding of:

- **Factors associated with perinatal HIV transmission**, including the impact of maternal viral load, antiretroviral therapy, mode of delivery, mode of feeding (breastfeeding vs bottle feeding), and **interventions to reduce transmission.**
- **Diagnostic testing schedule for the HIV-exposed infant**, including interpretation of I-IIV tests in the newborn, appropriate diagnostic tests, and recommended testing schedules.
- **The diagnosis, treatment, and prophylaxis of infections in HIV-infected and HIV-exposed infants, children, and adolescents.**
- **Immune system monitoring**, including an understanding of the normal range of CD4 counts in children at different ages.
- **Antiretroviral treatment of HIV-infected infants, children, and adolescents**, including timing of initiation, the pharmacokinetics of particular antiretroviral agents, appropriate antiretroviral combinations, adverse effects of medications, and adverse interactions of medications.
- **Regulatory requirements, including those regarding expedited and newborn testing for newborns, and reporting and partner notification for adolescents.**

**NICHOLAS A. RANGO HIV SCHOLARS PROGRAM
PROGRAM STANDARDS**

I. CLINICAL COMPONENT - All Programs

Goal

To develop expertise in the clinical management of HIV/AIDS patients with an emphasis on ambulatory care.

The core clinical component, including various rotations and didactic clinical training is required of all scholars. It is essential that scholars develop specialty skills, beyond a basic level of competence, in HIV medicine. The development of expertise with regard to the provision and monitoring of anti-retroviral therapy is essential.

A. Core Clinical Experience in Ambulatory Care

The grantee is responsible for planning and implementing this component of the program.

1. The facility will ensure that the scholar develops progressive experience in the management of HIV disease, gaining sophistication in the complexity of patient management. The clinical experience gained by the scholars must be sufficient to ensure their qualification as an HIV Specialist, as defined in the HIV Specialist Policy. (Policy attached)

Programs should be flexible enough to accommodate different levels of HIV expertise and tailored to the needs of the individual scholar. A careful assessment of experience, both clinical and didactic learning should be conducted for each scholar.

Dentists participating in the program will observe the medical management of HIV disease in ambulatory and inpatient HIV service settings.

2. **A preceptor shall be assigned to the scholar for each clinical experience.** The scholars will be precepted by clinicians whose education and experience are comparable or greater than that of the scholar.

Preceptors must be easily accessible to the scholar. When designated preceptors are unavailable, the facility must have specified arrangements for substitute preceptors. Preceptors are responsible for completing written evaluation reports on each scholar.

3. The scholar(s) shall provide primary care for a panel of patients throughout the course of the program that will enable qualification as a HIV specialist.

The scholar shall participate in multidisciplinary team rounds in the ambulatory care clinic and develop expertise in the management of the complex psychosocial needs of HIV infection. In those facilities where multidisciplinary rounds are not conducted in the ambulatory care clinic, an appropriate substitute experience shall be arranged, such as direct participation with the case management staff.

The panel of patients seen by the scholar should be diverse, representing the populations most affected by the HIV epidemic in New York State.

4. Each scholar should have the equivalent of three (3) half-day clinic sessions in an ambulatory care setting each week, with a target of 40 patients in their panel. Participation in pediatric or adolescent ambulatory care clinic is consistent with this requirement, as long as the scholar is providing care to patients. This time shall be considered protected during off-site clinical rotations. Programs can apply for an exemption for one (1) of the clinics if the scholar is participating in an HIV specific subspecialty clinic. Application must be made on a case by case basis, and clear documentation must be provided.

5. Cross coverage (scholars covering for other clinicians) may be required by unusually busy clinic sessions. It is not however, encouraged or recommended. *Scholars are not to cover for case managers under any circumstance.*

6. Scholars will become competent in the management of different manifestations of HIV disease including but not limited to:

obstetric/gynecologic	neurologic	ophthalmologic
pulmonary	dermatologic	psychiatric
gastrointestinal	oral health	hematologic/oncologic
urogenital	musculo-skeletal	endocrinology metabolic

B. Core Clinical Rotations

The facility is responsible for coordinating the necessary rotations. A standard evaluation that assesses the scholars' performance at the completion of each in house rotation shall be implemented and kept on file on site. These evaluations shall be made available to the AIDS Institute upon request.

1. Inpatient Rotation

Each scholar will spend a minimum of one month as part of the inpatient care team of the Academic Medical Center.

2. Pediatric Rotation

Each scholar will rotate through a Pediatric Maternal HIV Service to gain a basic familiarity with pediatric HIV disease management. The optimal experience would also include a rotation through an adolescent clinic. If a pediatric rotation is not available, scholars must, at a minimum, gain experience in providing health care to adolescents.

For those scholars with a focus in pediatrics, their basic rotation will occur in pediatrics and they will rotate for a minimum of one month in the adult HIV clinic.

3. Community Health Center

If possible, each scholar will participate in a clinical rotation at a community health center (CHC) with a dedicated HIV program approved by the AIDS Institute. The purpose of this rotation will be to gain experience with regard to both the clinical and the administrative issues in the CHC setting. The minimum expectation is that the scholar gain information about and an understanding of the administrative aspects of a CHC, therefore a rotation that focuses on administration is acceptable. The CHC need not have an HIV specialty clinic.

4. Chronic Care - HIV Nursing Facility or Day Treatment Program

This rotation should give the Scholars an overview of the HIV chronic care system and should include experiential training at one or more nursing facilities, day care programs and a chronic care-based SNPS model. Scholars will gain familiarity with chronic care for HIV disease through their:

- a) participation in the evaluation of patients and development of care plans;
- b) participation in multidisciplinary team rounds, and
- c) through observation of and/or participation in the programmatic and administrative duties of various staff in the respective chronic care environments

Scholars are not required to manage patients or establish a patient panel in these settings. Scholars' involvement in clinical care or medical evaluations of patients should be jointly determined by the host facility and the Scholar's training site. The length of this rotation

is flexible, but should not exceed 8 whole days. (e.g. consecutively, over a 2 week period; 2 days per week for 1 month; 1 day per week for 2 months).

Supervision

An on-site contact person who is responsible for arranging and supervising the Scholar's experience is a requirement.

5. Substance Use Treatment Facility

a) Each scholar will participate in a clinical rotation at a substance use treatment facility that includes methadone treatment.

b) The scholar will have some exposure to various modalities of treatment, including MMTP, harm reduction, crisis intervention, syringe exchange, drug detoxification, and residential treatment, gaining hands on experience whenever possible.

Sites requiring assistance identifying and arranging for substance use treatment facilities may call the AIDS Institute for assistance.

6. Psychiatric/mental health experience. Required. Revision Pending.

7. Elective On-site and Off-site Rotations

Whenever possible, elective on-site and off-site clinical rotations shall be provided to meet the needs and interests of the scholars. Scholars are encouraged to identify special areas of interest, and seek opportunities to participate in off-site rotations.

C. Option/Track Specific Clinical Rotations

In addition to the required core clinical rotations in ambulatory care, Scholars enrolled in specific tracks should experience intense specialized rotations, including those listed below.

1. Option A — Clinical HIV/Substance Use/Urban Health

Scholars should be exposed to different treatment modalities available for the management of substance use. This should include rotations through different types of drug treatment settings. These settings include:

- methadone maintenance treatment program (MMTP)
- residential/inpatient rehabilitation program
- detox
- therapeutic community
- harm reduction
- syringe exchange

The scholars should have a panel of patients with HIV disease that includes patients with substance use as a risk factor or co-morbidity.

The scholars should also rotate through settings in which s/he can become familiar with the provision of clinical care to populations with co-morbidities most commonly found to be associated with HIV in an urban environment: homeless programs, TB programs, STD clinics, mental health programs, substance use programs, etc.

2. Option B — Clinical HIV as above and MPH or M.S. Program

In addition to the core clinical and didactic experiences described above, the scholar must be matriculated in a MPH or M.S. program previously approved by the AIDS Institute.

3. Option C — Fellowship, HIV focused (ID, IM, Psychiatry, Immunology, etc.)

The scholar should fulfill all the core clinical requirements of the HIV Scholars program described in Option A, in addition to the required training experience of the fellowship program in which s/he is officially enrolled. Psychiatry fellows should develop expertise in the assessment and treatment of HIV related psychiatric conditions and should be prepared to work as consultants or members of the HIV clinical treatment team.

4. Option D — Dental/Oral Health

The dental scholar's experience should be tailored to address the oral health care needs of HIV-infected individuals, as well as to gain a better understanding of the medical and psychosocial needs of this patient population. Dentists participating in the program will observe the medical management of HIV/AIDS in ambulatory and inpatient services.

D. Core Didactic Clinical Training

Core didactic clinical training is required for all scholars, but may be tailored to meet the needs of the individual. The facility will perform an assessment of each scholar's experience and baseline knowledge within the first month of employment to determine the content and depth of the core didactic training to be offered on site.

1. Scholars shall receive didactic HIV clinical education as part of their training. This should include lectures, participation in HIV conferences, rounds and Infectious Disease conferences that are available to house staff and fellows. The core didactic clinical training will include, at a minimum the following subject areas:
 - History and physical examination
 - Evaluation

Laboratory and radiographic
Symptoms
Systems
Health maintenance
Integration of prevention education into clinical practice
Infection control
Pain management
Psychosocial aspects of HIV infection
Epidemiology of HIV infection
Natural history of HIV/Pathogenesis
Detection and Diagnosis
Clinical manifestations of HIV (including) acute infection
 symptoms
Opportunistic infections
HIV related malignancies and neoplasms
Organ system complications
Hepatitis B and C
STDs
Antiretroviral and other therapies
Initiation of therapy
Combination therapy
Specific agents: NRTIs; NNRTIs; PIs
Toxicities, complications and side effects
Drug interactions
Immune-based therapy
Perinatal transmission, ART in pregnancy
New therapeutic strategies and resistance testing
Laboratory monitoring of HIV infection
Adherence
Post-exposure prophylaxis
Occupational exposures
Non-occupational exposures
Nutrition
Oral Health

2. Scholars should become well acquainted with current HIV clinical literature and be encouraged to discuss the impact of new clinical findings with their mentors and peers. Access to a research library, as well as opportunities to review and discuss the current literature through journal clubs and discussion groups and shall be provided.

3. Access to the Internet and appropriate computer capability are an essential resource for the scholars. As stated in the RFA, it is the responsibility of the funded site to ensure this access.

While it is recognized that most of the scholars' clinical didactic training will take place at their primary facility, opportunities to access outside resources should be encouraged and

supported. (e.g. Lindesmith Center on Drug Policy for those scholars enrolled in the substance use track).

E. Clinical Competency Test

The achievement of a passing grade on an AIDS Institute administered HIV Clinical Competency Test is required for successful completion of the program.

II. HIV PUBLIC HEALTH TRAINING

Goal

To develop an understanding of the theory and practice of public health using HIV/AIDS as a paradigm;
to gain familiarity with the current and emerging political, ethical, legal, fiscal and social issues characteristic of the HIV epidemic; and
to gain an understanding of health care delivery systems, program development, implementation and evaluation methods.

A. Core Lecture/Seminar Experience

1. Each scholar shall participate in the Core Curriculum series in public health and program management, and the mini-lecture series, offered by the AIDS Institute. Both are offered in collaboration with expert faculty from training program sites, other facilities, agencies and schools. Typically full-day programs, all take place on Wednesdays at the AIDS Institute's offices at in New York City. **Attendance is a program requirement, therefore clinical rotations and other educational activities should be scheduled so as not to conflict with participation in the core program.**

The Core Curriculum series is offered biennially, each Wednesday, from approximately September through February. Currently this series takes place during odd numbered years.

The mini-lecture series is offered biennially, currently in even numbered years. The lectures take place weekly, on Wednesdays and are typically scheduled from September through February.

2. The AIDS Institute and the training program sites will share the responsibility of delivering seminars on special clinical, public health, professional development, and program management topics.

The AIDS Institute may identify topics for seminars or lectures that will enhance the scholars' educational experience. The Institute may request assistance from the sites or the scholars in the development and implementation of these events.

Scholars, with the assistance of the Project Director and Project Coordinator are required to conceptualize, arrange and implement a seminar at their site during their tenure in the program. Generally these seminars take place in the Spring. If more than one scholar is assigned to a site, they are expected to work collaboratively.

Scholars are expected to:

- Select a theme
- Set goals
- Identify speakers from different settings that offer diverse perspectives
- Serve as moderator for the seminar
- Arrange for space, equipment, reproduction of materials and refreshments
- Distribute an agenda, directions and any other necessary materials to their colleagues in the HIV Scholars program and any other participants

A description of the proposed seminar and a draft agenda must be submitted to the AIDS Institute, Office of the Medical Director at least six (6) weeks prior to the date of the seminar.

3. Scholars are expected to be familiar with current and emerging issues in HIV/AIDS related public policy, legislation, and program development and evaluation. This could be achieved through a variety of means, including attendance at Ryan White Network meetings, Ryan White Title I planning council meetings, AIDS Advisory Committee meetings, Prevention Planning Group meetings, etc.

B. Participation in HIV Care Networks

Scholars are encouraged to participate in the activities of the corresponding Ryan White HIV Care Network. These networks represent an effort to coordinate services in a given region and will offer the scholars a comprehensive picture of the range of HIV services available in a given community.

III. INDEPENDENT STUDY PROJECT

Goal

To develop and apply the scholars' knowledge and skills in conceptualizing, developing and completing an HIV-related clinical or public health research, program development, policy analysis or program evaluation project.

A. Scope

Each scholar is required to complete a minimum of one independent study project. Projects may be selected from one of the following categories:

1. Research: e.g., clinical, health services, epidemiology, public health education.
2. Management; e.g., program planning, implementation, evaluation, health policy development or analysis.

The project's subject, scope and impact need not be limited to the confines of the training site. In fact, scholars are encouraged to pursue projects within the AIDS Institute or at community-based institutions.

B. Project Selection

1. The selection of the scholars' project must be made in consultation with the Project Director, program faculty, and AIDS Institute staff as appropriate.
2. By the end of the ninth month (March) of the first year of the program, under guidance from the Program Director, each scholar shall identify an area of interest and an appropriate mentor. A mentor is a professional with expertise in the chosen subject. Mentors could be based at a facility other than the scholar, but need to make a commitment to work with and assist the scholar in the completion of the project.
3. A project proposal describing the rationale for selecting the project, its scope, resources available, potential impact, and a tentative timetable should be presented to the Program Director, and subsequently the AIDS Institute, for review and approval by the end of the tenth month of the first year (April). Once approved, a workplan describing the goals, timeline, tasks and activities, measurable objectives, and mentor responsibilities must be presented to the Project Director and to the AIDS Institute no later than the end of the first year (June).

C. Monitoring

1. Mentors are expected to provide direct and ongoing feedback to scholars during the course of the project. Program Directors and Coordinators should meet with the scholar at least monthly during the first year and bi-monthly during the second year to monitor their progress in relation to the pre-arranged timetable, offer advice and strategies to overcome barriers, and serve as a sounding board for ideas and concepts generated during the process.
2. Program Directors are responsible for ensuring that each Scholar completes an Independent Study Project (ISP) within the two year program. Failure to complete an ISP precludes graduation from the program.

D. Time Commitment

During the first six months of the Scholars's first year, a minimum of 10% of their time should be devoted to exploring areas of interest to identify potential Independent Study Projects. For the remainder of the first year, approximately 20% of the scholars' time, (one full day per week) and 20 - 30% of the second year should be devoted to the independent study project.

E. Project Report

1. Projects should be completed by the end of March of the second year. Scholars are required to formally present the findings of their project to their peers, program staff and AIDS Institute staff at meetings arranged for this specific purpose. Program Directors and Coordinators are expected to attend.
2. A final written report with a suggested length of 10 pages, excluding bibliography, must be submitted to the Program Director and to the AIDS Institute at the time of the oral presentation.
3. The scholars are also encouraged to submit papers for publication in appropriate scientific journals or abstracts for presentation at professional conferences.
4. The oral presentation and a written report of the project are requirements for program completion. Certificates of completion, and letters of recommendation will not be issued unless all requirements are satisfactorily met.

IV. Program Administration

A. Program Structure

1. Programs must have a physician designated as Program Director, who is responsible for the overall direction of the program. This includes oversight of all clinical education and training, clinical mentoring of the scholars, oversight of faculty and assistance with the identification of appropriate preceptors and mentors. The Project Director is ultimately responsible to ensure that each scholar receive appropriate clinical and research experience, and that the Independent Study Project, required for graduation, is satisfactorily completed.

The Project Director is expected to attend Scholars Program Directors' meetings with the AIDS Institute as needed (at least quarterly) and to meet with the scholar(s) a minimum of once per month.

2. Programs must have a Project Coordinator/Administrator who will function as the agency liaison with the AIDS Institute and is responsible for the day-to-day implementation of the program at the site. The Project Coordinator is responsible for identifying training opportunities, scheduling and coordinating scholars' activities; providing assistance and guidance to the scholars as needed; ensuring appropriate work space, with computer access, including Internet and e-mail capabilities; and ensuring that adequate support services are available.

B. Progress Reports/Monitoring

1. Project Directors shall submit quarterly reports to the AIDS Institute on a timely basis to facilitate fiscal and programmatic monitoring. The format of those reports shall be delineated by the AIDS Institute.

2. The AIDS Institute will conduct at least one site visit biannually to each program site. During a site visit, the AIDS Institute will meet with the Project Director, Project Coordinator, and scholars, to perform a programmatic and fiscal review of the Scholars Program site.
3. The AIDS Institute will provide programs with a summary of the site visit findings and recommendations.

C. Evaluation

1. The progress of each scholar should be monitored by the Project Director in consultation with the program preceptors, mentors and faculty on a regular basis; discussed with the scholar, properly documented and reported to the AIDS Institute on a quarterly basis.
2. Progress of scholars in the development of knowledge and skills related to public health and program management shall be monitored and discussed with scholars.
3. Progress of the independent study project shall be monitored and discussed with the scholar.

D. Scheduling

1. Program Directors and/or Program Coordinators are responsible for ensuring that scholars meet scheduling requirements for all components.
2. A primary responsibility of the Program Coordinator/Administrator is to, in collaboration with the Program Director and the Scholar(s), identify and arrange clinical rotations, both within the facility and at other locations.
3. Scholars are expected to attend all Core Curriculum, Public Health Lecture sessions and other AIDS Institute meetings. If for any reason (e.g. vacation, conference attendance, illness, personal or family emergencies, etc.) a scholar is unable to attend, she or he shall call the program contact at the AIDS Institute offices.

E. Communications/Grievances

1. Program Directors must be easily accessible to the scholar(s) to enable open discussion of progress, provide guidance and to address concerns. It is the Program Director's responsibility to maintain open channels of communication, and it is the scholar's responsibility to utilize those channels.
2. In the event of conflict or grievances between scholars and program staff, Program Directors and scholars share equal responsibility for working toward a solution. The AIDS Institute will provide assistance in finding a solution at the request of either party when all other resources have been exhausted.

F. Documenting Conflict/Dismissal

1. It is the training site's responsibility to thoroughly document each scholar's overall performance and keep appropriate records. Documentation is crucial to support an eventual decision to take disciplinary action against a scholar. Training sites must abide by the policies and procedures established for their organizations.
2. During the admission process, scholars should be notified that, while entering a program that requires two years to complete, they are hired under a one year contract that is renewable for a second year based on an evaluation of their performance.
3. Scholars are expected to comply with the worksite rules and regulations of the training institution.
4. In the event the dismissal of a scholar is being considered, the AIDS Institute should be thoroughly briefed regarding the situation, and consulted prior to a final decision.

G. Certificates of Program Completion

Scholars who satisfactorily complete the requirements of the program* shall receive a certificate from the AIDS Institute. Upon successful completion of the program, a scholar has met the requirements to become an HIV Specialist, as defined by:

*All requirements as listed in the standards
All site requirements included in the workplan
Satisfactory attendance
Independent Study Project/performance/presentation/written submission
Successful completion of an on-site seminar†
Successful completion of the Clinical Competency Test

† Scholars at upstate programs may be excused from this responsibility at the discretion of the AIDS Institute.

Attachment 3

SAMPLE

Letter of Interest & Letter to Receive RFA Updates and Modifications

Kathi Montesano-Ostrander
Director
Nicholas A. Rango HN Clinical Scholars Program
NYSDOH
AIDS Institute/OMD
ESP-Tower Room 259
Albany, New York 12237

RFA: #06-0002
Nicholas A. Rango HIV Clinical Scholars Program

Dear Ms. Montesano-Ostrander:

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

Sincerely,

Name
Applicant Agency

APPLICATION COVER SHEET

Applicant Name _____

Contact Person _____

Title _____

Address _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Federal ID# _____

Agency Authorized Signature _____

Print Name and Title _____

Attachment 5

SAMPLE

**LETTER OF COMMITMENT FROM THE EXECUTIVE DIRECTOR OR CHIEF
EXECUTIVE OFFICER AND BOARD OF DIRECTORS**

Kathi Montesano-Ostrander
Director
Nicholas A. Rango HIV Scholars Program
NYDSOH AI/OMD
ESP-Tower Room 259
Albany, New York 12237

Dear Ms. Montesano-Ostrander:

This letter certifies that I have reviewed and approved the enclosed proposal to the New York State Department of Health, AIDS Institute, for the Nicholas A. Rango HIV Clinical Scholars Program.

I am committed to ensuring that the proposed HIV Scholars Program is implemented and that staff are qualified, appropriately trained, and have sufficient in-house resources to implement the program.

Sincerely,

Chief Executive Officer
Or Designee

Vendor Responsibility Questionnaire

Instructions for Completing the Questionnaire

The New York State Department of Health (NYSDOH) is required to conduct a review of all prospective contractors to provide reasonable assurances that the vendor is responsible. The attached questionnaire is designed to provide information to assist the NYSDOH in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

Please note: Certain entities are exempt from completing this questionnaire. These entities should submit only a copy of their organization's latest audited financial statements. Exempt organizations include the following: State Agencies, Counties, Cities, Towns, Villages, School Districts, Community Colleges, Boards of Cooperative Educational Services (BOCES), Vocational Education Extension Boards (VEEBs), Water, Fire, and Sewer Districts, Public Libraries, Water and Soil Districts, Public Benefit Corporations, Public Authorities, and Public Colleges.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE</i> , if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
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.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
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):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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21.	<p>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), affiliate¹ or any person involved in the bidding or contracting process:</p>	
a)	<ol style="list-style-type: none">1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;3. entered into an agreement to a voluntary exclusion from bidding/contracting;4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;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;6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;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;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; or9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of: <ol style="list-style-type: none">1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;2. state or federal environmental laws;3. unemployment insurance or workers' compensation coverage or claim requirements;4. Employee Retirement Income Security Act (ERISA);5. federal, state or local human rights laws;6. civil rights laws;7. federal or state security laws;	<input type="checkbox"/> Yes <input type="checkbox"/> No

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

Error! Not a valid link.

	<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
22.	<p>In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
23.	<p>Has the vendor (for profit and not-for profit corporations) or its affiliates¹, 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?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	<p>Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
25.	<p>During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <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></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
26.	<p>Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ 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?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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27.	Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28.	Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29.	In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <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>	<input type="checkbox"/> Yes <input type="checkbox"/> No
30.	Please attach a copy of your organization's latest audited financial statements to this questionnaire.	

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.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

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

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Last Updated: 9/25/03

Page 1 - Summary Budget

- A. Please list the amount requested for each of the major budget categories. These include:
1. Salaries
 2. Fringe Benefits
 3. Supplies
 4. Travel
 5. Equipment
 6. Miscellaneous Other (includes Space, Phones and Other)
 7. Subcontracts/Consultants
 8. Administrative Costs
- B. The column labeled Third Party Revenue should only be used if a grant-funded position on this contract generates revenue. This could be either Medicaid or ADAP Plus. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third Party Revenue column.

Page 2- Personal Services

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

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

Column 1: For each position, indicate the title along with the incumbent's name. If a position is vacant, please indicate "TBD" (to be determined).

Column 2: For each position, indicate the number of hours worked per week regardless of funding source.

Column 3: For each position, indicate the total annual salary regardless of funding source.

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

Column 4: Indicate the number of months or pay periods each position will be budgeted.

Column 5: For each position, indicate the percent effort devoted to the proposed program/project.

Column 6: Indicate the amount of funding requested from the AIDS Institute for each position.

Column 7: If a position is partially supported by third party revenue, the amount of the third-party revenue should be shown in Column 7.

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

Page 3 - Fringe Benefits and Position Descriptions

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

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

Page 4 -Subcontracts

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

Page 5- Grant Funding From All Other Sources

Please indicate all funding your agency receives for HIV-related services. Research grants do not need to be included.

Page 6 - Budget Justification

Please provide a narrative justification for each item for which you are requesting reimbursement. (Do not include justification for personal services/positions, as the position descriptions on page 3 serve as this justification.) The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project. Additional sheets can be attached if necessary.

Those agencies selected for funding will be required to complete a more detailed budget and additional budget forms as part of the contract process.

**New York State Department Of Health
AIDS Institute
Summary Budget Form
(To be used for Solicitations)**

Contractor: _____
Contract Period: _____
Federal ID #: _____

Budget Items	Amount Requested from AIDS Institute	<i>Third Party Revenue*</i> <small>Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)</small>
(A) PERSONAL SERVICES		
(B) FRINGE BENEFITS		
(C) SUPPLIES		
(D) TRAVEL		
(E) EQUIPMENT		
(F) MISCELLANEOUS		
(G) SUBCONTRACTS/CONSULTANTS		
(H) ADMINISTRATIVE COSTS		
TOTAL (Sum of lines A through H)		
Personal Services Total		
Sum of A & B		
OTPS Total		
Sum of C through H		

** If applicable to RFA*

Fringe Benefits and Position Descriptions

Contractor:
 Contract Period:
 Federal ID #:

FRINGE BENEFITS

1. Does your agency have a federally approved fringe benefit rate?
Contractor must attach a copy of federally approved rate agreement.

YES

Approved Rate (%) : _____

Amount Requested (\$) : _____

NO

Complete 2-6 below.

2. Total salary expense based on most recent audited financial statements: _____

3. Total fringe benefits expense based on most recent audited financial statements: _____

4. Agency Fringe Benefit Rate: *(amount from #3 divided by amount from #2)* _____

5. Date of most recently audited financial statements: _____

Attach a copy of financial pages supporting amounts listed in #2 and #3.

6. Requested rate and amount for fringe benefits:

If the rate being requested on this contract exceeds the rate supported by latest audited financials, attach justification.

Rate Requested (%) : _____

Amount Requested (\$) : _____

POSITION DESCRIPTIONS

For each position listed on the summary budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request. If additional space is needed, attach page 3a.

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Position Descriptions (cont.)

Contractor:
Contract Period:
Federal ID #:

For each position listed on the summary budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request.

<p><u>Title:</u> <u>Contract Duties :</u></p>

Grant Funding from All Other Sources

Contractor:

Contract Period:

Federal ID #:

List all grant funding which supports HIV programs in your organization, excluding research grants. Program summaries should include the program activities and targeted groups as well as any other information needed to explain how the funding is being utilized.

Funding Source	Total Funding Amount	Funding Period	Program Summary

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

Please provide a narrative justification of all requested line items. Attach this form to the budget forms.

Empty box for narrative justification.

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the

AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

II. Payment and Reporting

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

III. Terminations

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

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

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

IV. Indemnification

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

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-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 \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A-1
(REV 01/05)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

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

the applicable principles in "a" above.

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

engage in lobbying activities of any kind regardless of how funded.

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

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant,

contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. 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. 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

STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

1. Any materials, articles, papers, etc. developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment, when deemed appropriate by the AIDS Institute: "Funded by a grant from the New York State Department of Health AIDS Institute". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding the content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured by the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. In the performance or a complete and accurate audit or the program, by the STATE, it may become necessary to extend the process to include foundations or other closely allied corporations which have as a primary goal the benefit and/or promotion of the CONTRACTOR. This extended audit would be pursued only to the extent of identifying funds received from or to be used for operation of the program, the purposes of such funds and is not intended as a monitoring device of the foundation or closely allied corporations as such.
6. The CONTRACTOR agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management, and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health's HIV Primary Care Medicaid Program. If eligible, CONTRACTOR agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in the Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder). The CONTRACTOR further certifies that any and all revenue earned during the term of the Agreement as a result of the services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the CONTRACTOR for reimbursement. The CONTRACTOR shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of the State.
7. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York, including Chapter 584 of the Laws of 1988 (the New York State HIV Confidentiality Law) and the appropriate portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and Confidentiality of HIV Related Information).

8. The CONTRACTOR, subcontractors or other agents must comply with New York State Department of Health AIDS Institute policy regarding access to and disclosure of personal health related information, attached to this AGREEMENT as Appendix F and made a part hereof.

9. Neither party shall be held responsible for any delay in performance hereunder arising out of causes beyond its control and without its fault or negligence. Such causes may include, but are not limited to fire, strikes, acts of God, inability to secure transportation or materials, natural disasters, or other causes beyond the control of either party.

10. The CONTRACTOR agrees not to enter into any agreements with third party organizations for the performance of its obligations, in whole or in part, under this AGREEMENT without the STATE's prior written approval of such third parties and the scope of work to be performed by them. The subcontract itself does not require the STATE's approval. The STATE's approval of the scope of work and the subcontractor does not relieve the CONTRACTOR of its obligation to perform fully under this contract.

11. All such subcontracts shall contain provisions specifying:

(1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and

(2) that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

12. The CONTRACTOR agrees that it shall coordinate the activities being funded pursuant to this workplan with other organizations providing HIV-related services within its service area including, but not limited to, community service providers, community based organizations, HIV Special Needs Plans and other agencies providing primary health care to assure the non-duplication of effort being conducted, and shall develop linkages with these providers in order to effectively coordinate and deliver services to the targeted population. As part of its reporting requirements, the contractor will in accordance with the workplan Appendix D advise the AIDS Institute as to the coordination efforts being conducted and the linkage arrangements agreed to.

13. The CONTRACTOR also agrees to assist the STATE in providing information regarding other initiatives that either party may be involved with during the term of this AGREEMENT. The CONTRACTOR in accordance with the payment and reporting schedule Appendix C is required to participate in the collection of data to evaluate the effectiveness of this initiative. The Data Collection forms will be provided to the CONTRACTOR in order to be able to measure numbers of population serviced and the impact of activities.

14. CONTRACTORS funded under the "Multiple Service Agency" and "Community Service Program" initiatives are supported, in part, for expenses relating to the maintenance of general infrastructure to sustain organizational viability. To ensure organizational viability, general infrastructure and administrative costs, as deemed appropriate by the Department of Health, may be supported subject to the review of the Commissioner of Health. Allowable expenses related to infrastructure will be explicitly outlined as a work plan objective in accordance with Appendix D and specified in Appendix B, the contract budget.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. 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 the 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** period of this AGREEMENT; OR
- ◆ if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that a 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 canceled.

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 **thirty (30)** days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

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

NYS DOH AIDS INSTITUTE

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 disbursements by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual disbursements.

All contract advances in excess of actual disbursements will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name:

Budget Period:

Report Type:

- A. Narrative/Qualitative Report
“**Contractor**” will submit, on a **monthly** basis, not later than **30** days from the end of the **month**, a report, in narrative form, summarizing the services rendered during the **month**. This report will detail how “**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
“**Contractor**” will submit, on a **monthly** basis, not later than **30** days from the end of the **month**, a detailed report analyzing the quantitative aspects of the program plan, as appropriate. (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

- C. Expenditure Report
“**Contractor**” will submit, on a **monthly** 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.

- D. Final Report
“**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.

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 F

AIDS INSTITUTE POLICY

Access to and Disclosure of Personal Health Related Information

1. Statement of Purpose

The purpose of this policy is to set forth methods and controls to restrict dissemination and maintain control of confidential personal health related information by contractors, subcontractors and other agents of the Department of Health AIDS Institute.

2. Definition

For the purpose of this policy, personal health related information means any information concerning the health of a person which identifies or could reasonably be used to identify a person.

3. Access

(a) Contractors, subcontractors or other agents of the Department of Health AIDS Institute are not to have access to personal health related information except as part of their official duties;

(b) Access to personal health related information by contractors, subcontracts or other agents of the Department of Health AIDS Institute is to be authorized only after employees have been trained in the responsibilities associated with access to the information;

(c) Contractors, subcontractors, or other agents of the Department of Health AIDS Institute may be authorized to have access to specific personal health related information only when reasonably necessary to perform the specific activities for which they have been designated.

4. Disclosure

All entities, organizations and community agencies who contract with the AIDS Institute shall utilize a Department of Health-approved "Authorization For Release of Confidential HIV Related Information" form (Form DOH-2557 or DOH-2557S), copies of which are included in this Appendix F, when receiving or requesting HIV-related information. No contractor, subcontractor or other agent of the Department of Health AIDS Institute who has knowledge of personal health related information in the course of employment, shall disclose such information to any other person unless such disclosure is in accordance with law, DOH regulations and policy, and the information is required to perform an officially designated function.

5. Disposition

Documents containing personal health related information shall be disposed of in a manner in which the confidentiality will not be compromised.

6. Confidentiality Protocols

(a) Each contractor, subcontractor or other agent of the Department of Health AIDS Institute will develop confidentiality protocols which meet the requirements of this section. The protocols shall include as necessary:

(1) measures to ensure that letters, memoranda and other documents containing personal health related information are accessible only by authorized personnel;

(2) measures to ensure that personal health related information stored electronically is protected from access by unauthorized persons;

(3) measures to ensure that only personal health related information necessary to fulfill authorized functions is maintained;

- (4) measures to ensure that staff working with personal health related information secure such information from casual observance or loss and that such documents or files are returned to confidential storage on termination of use;
- (5) measures to ensure that personal health related information is not inappropriately copied or removed from control;
- (6) measures to provide safeguards to prevent discrimination, abuse or other adverse actions directed toward persons to whom personal health related information applies;
- (7) measures to ensure that personal health related information is adequately secured after working hours;
- (8) measures to ensure that transmittal of personal health related information outside of the contractor, subcontractor or other agent of the Department of Health AIDS Institute is in accordance with law, Department of Health regulation and policy;
- (9) measures to protect the confidentiality of personal health related information being transferred to other units within the contractor, subcontractor or other agent's operation; and
- (10) measures to ensure that documents or files that contain personal health related information that are obsolete or no longer needed are promptly disposed of in such a manner so as to not compromise the confidentiality of the documents.

(b) Protocols for ensuring confidentiality of personal health related information are to be updated whenever a program activity change renders the established protocol obsolete or inadequate.

7. Employee Training

(a) Employees of contractors, subcontractors of other agents of the Department of Health AIDS Institute are to be trained with respect to responsibilities and authorization to access personal health related information.

(b) Employees authorized to access personal health related information are to be advised in writing that they shall not:

- (1) examine documents or computer data containing personal health related information unless required in the course of official duties and responsibilities;
- (2) remove from the unit or copy such documents or computer data unless acting within the scope of assigned duties;
- (3) discuss the content of such documents or computer data with any person unless that person had authorized access and the need to know the information discussed; and,
- (4) illegally discriminate, abuse or harass a person to whom personal health related information applies.

8. Employee Attestation.

Each employee, upon receiving training, shall sign a statement acknowledging that violation of confidentiality statutes and rules may lead to disciplinary action, including suspension or dismissal from employment and criminal prosecution. Each employee's signed attestation is to be centrally maintained in the employee's personal history file.

HIPAA Compliant Authorization for Release of Medical Information and Confidential HIV* Related Information

New York State Department of Health

This form authorizes release of medical information including HIV-related information. You may choose to release just your non-HIV medical information, just your HIV-related information, or both. Your information may be protected from disclosure by federal privacy law and state law. Confidential HIV-related information is any information indicating that a person has had an HIV-related test, or has HIV infection, HIV-related illness or AIDS, or any information that could indicate a person has been potentially exposed to HIV.

Under New York State Law HIV-related information can only be given to people you allow to have it by signing a written release. This information may also be released to the following: health providers caring for you or your exposed child; health officials when required by law; insurers to permit payment; persons involved in foster care or adoption; official correctional, probation and parole staff; emergency or health care staff who are accidentally exposed to your blood, or by special court order. Under State law, anyone who illegally discloses HIV-related information may be punished by a fine of up to \$5,000 and a jail term of up to one year. However, some re-disclosures of medical and/or HIV-related information are not protected under federal law. For more information about HIV confidentiality, call the New York State Department of Health HIV Confidentiality Hotline at 1-800-962-5065; for information regarding federal privacy protection, call the Office for Civil Rights at 1-800-368-1019.

By checking the boxes below and signing this form, medical information and/or HIV-related information can be given to the people listed on page two (or additional sheets if necessary) of the form, for the reason(s) listed. Upon your request, the facility or person disclosing your medical information must provide you with a copy of this form.

- I consent to disclosure of (please check all that apply):
- My HIV-related information
 - Both (non-HIV medical and HIV-related information)
 - My non-HIV medical information **

Information in the box below must be completed.

Name and address of facility/person disclosing HIV-related and/or medical information: _____ _____
Name of person whose information will be released: _____
Name and address of person signing this form (if other than above): _____ _____
Relationship to person whose information will be released: _____ _____
Describe information to be released: _____
Reason for release of information: _____
Time Period During Which Release of Information is Authorized From: _____ To: _____
Disclosures cannot be revoked, once made. Additional exceptions to the right to revoke consent, if any: _____ _____
Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment or eligibility for benefits (Note: Federal privacy regulations may restrict some consequences): _____ _____

All facilities/persons listed on pages 1,2 (and 3 if used) of this form may share information among and between themselves for the purpose of providing medical care and services. Please sign below to authorize.

Signature _____ Date _____

*Human Immunodeficiency Virus that causes AIDS

** If releasing only non-HIV medical information, you may use this form or another HIPAA-compliant general medical release form.

HIPAA Compliant Authorization for Release of Medical Information and Confidential HIV* Related Information

**Complete information for each facility/person to be given general medical information and/or HIV-related information.
Attach additional sheets as necessary. It is recommended that blank lines be crossed out prior to signing.**

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

The law protects you from HIV related discrimination in housing, employment, health care and other services. For more information call the New York State Division of Human Rights Office of AIDS Discrimination Issues at **1-800-523-2437** or (212) 480-2522 or the New York City Commission on Human Rights at **(212) 306-7500**. These agencies are responsible for protecting your rights.

My questions about this form have been answered. I know that I do not have to allow release of my medical and/or HIV-related information, and that I can change my mind at any time and revoke my authorization by writing the facility/person obtaining this release. I authorize the facility/person noted on page one to release medical and/or HIV-related information of the person named on page one to the organizations/persons listed.

Signature _____ Date _____
(Subject of information or legally authorized representative)

If legal representative, indicate relationship to subject: _____

Print Name _____

Client/Patient Number _____

HIPAA Compliant Authorization for Release of Medical Information and Confidential HIV* Related Information

**Complete information for each facility/person to be given general medical information and/or HIV-related information.
Attach additional sheets as necessary. Blank lines may be crossed out prior to signing.**

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

Name and address of facility/person to be given general medical and/or HIV-related information:

Reason for release, if other than stated on page 1:

If information to be disclosed to this facility/person is limited, please specify:

If any/all of this page is completed, please sign below:

Signature _____ Date _____
Client/Patient Number _____

Autorización para divulgar información médica e información confidencial relativa al VIH* conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)

Departamento de Salud del Estado de Nueva York

Mediante este formulario se autoriza la divulgación de información médica, incluso de datos relativos al VIH. Usted puede optar por permitir la divulgación de información relacionada con el VIH únicamente, información ajena al VIH únicamente o ambos tipos. La divulgación de tal información puede estar protegida por leyes de confidencialidad federales y estatales. Se considera "información confidencial relativa al VIH" toda información que indique que una persona se ha hecho una prueba relativa al VIH, está infectada con el VIH o tiene SIDA u otra enfermedad relacionada con el VIH, y toda otra información que podría indicar que una persona ha estado potencialmente expuesta al VIH.

Según las leyes del Estado de Nueva York, sólo se puede divulgar información relativa al VIH a aquellas personas a quien usted autorice mediante la firma de un permiso escrito. También puede divulgarse a las siguientes personas y organizaciones: profesionales de la salud a cargo de su atención o la de su hijo expuesto; funcionarios de salud cuando lo exija la ley; aseguradores (para poder efectuar pagos); personas que participen en el proceso de adopción o colocación en hogares sustitutos; personal oficial correccional o afectado al proceso de libertad condicional; personal de salud o atención de emergencias que haya estado expuesto accidentalmente a su sangre; o a personas autorizadas mediante una orden judicial especial. Según lo estipulado por las leyes estatales, cualquier persona que ilegalmente revele información relacionada con el VIH puede ser sancionada con una multa de hasta \$5,000 o encarcelada por un período de hasta un año. No obstante, las leyes estatales no protegen las divulgaciones repetidas de cierta información médica o relacionada con el VIH. Para obtener más información acerca de la confidencialidad de la información relativa al VIH, llame a la línea directa de confidencialidad sobre el VIH del Departamento de Salud del Estado de Nueva York al 1 800 962 5065. Si desea obtener información acerca de la protección federal de la privacidad, llame a la Oficina de Derechos Civiles al 1 800 368 1019.

Al marcar las casillas que se encuentran a continuación y firmar este formulario, se autoriza la divulgación de información médica o relativa al VIH a las personas que figuran en la página dos de este formulario (o en páginas adicionales según corresponda), por las razones enumeradas. Cuando usted lo solicite, el establecimiento o la persona que reveló su información médica le deberá proporcionar una copia del formulario.

Autorizo la divulgación de (marque todas las opciones que correspondan):

Mi información relativa al VIH

Ambas (información médica tanto ajena como relativa al VIH)

Mi información médica ajena al VIH**

Complete la información en el siguiente cuadro.

El establecimiento o la persona que divulgue la información debe completar el recuadro que se encuentra a continuación:

Nombre y dirección del establecimiento o profesional que divulga la información médica o relativa al VIH:

Nombre de la persona cuya información será divulgada: _____

Nombre y dirección de la persona que firma este formulario (si difiere de la persona mencionada anteriormente):

Relación con la persona cuya información será divulgada: _____

Describa la información que se ha de divulgar: _____

Motivo de la divulgación: _____

Período durante el cual se autoriza la divulgación de la información Desde: _____ Hasta: _____

Una vez que la información ha sido divulgada, la autorización no podrá ser revocada. Excepciones adicionales al derecho de revocar una autorización, de existirlas: _____

Descripción de las consecuencias que la prohibición de la divulgación puede traer al momento del tratamiento, el pago, la inscripción o la elegibilidad para beneficios (Observaciones: Las reglamentaciones federales sobre privacidad pueden restringir algunas consecuencias):

Todas las instalaciones o personas incluidas en las páginas 1, 2 (y 3 si se la utiliza) de este formulario podrán compartir información entre sí con el propósito de prestar atención y servicios médicos. Firme a continuación para autorizar.

Firma _____ Fecha _____

*Virus de la inmunodeficiencia humana que causa el SIDA

** Si sólo se divulga información médica no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación médica conforme a la HIPAA.

Autorización para divulgar información médica e información confidencial relativa al VIH* conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)

Complete la información para cada establecimiento o persona que recibirá información médica general o relativa al VIH. Adjunte hojas adicionales según sea necesario. Se recomienda tachar las líneas dejadas en blanco antes de firmar.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o persona, especifique las restricciones.

Las leyes lo protegen de la discriminación relativa al VIH en lo referente a servicios de vivienda, trabajo, atención médica, etc. Para obtener más información, llame a la División de Derechos Humanos del Estado de Nueva York, Oficina para Asuntos de Discriminación a Pacientes con SIDA al **1 800 523 2437** o al (212) 480-2493, o bien comuníquese con la Comisión de Derechos Humanos de la Ciudad de Nueva York al **(212) 306 5070**. Estas agencias son las encargadas de proteger sus derechos.

He recibido respuestas a mis preguntas referidas a este formulario. Sé que no tengo la obligación de autorizar la divulgación de mi información médica o relativa al VIH y que puedo cambiar de parecer en cualquier momento y revocar mi autorización enviando una solicitud por escrito al establecimiento o profesional que corresponda. Autorizo al establecimiento o a la persona indicada en la página uno a divulgar información médica o relativa al VIH de la persona también mencionada en la página uno a las organizaciones o personas enumeradas.

Firma _____ Fecha _____
(Persona a la que se le hará la prueba o representante legal autorizado)

Si es un representante legal, indique la relación con el paciente:

Nombre (en letra de imprenta) _____

Número de paciente o cliente _____

Autorización para divulgar información médica e información confidencial relativa al VIH* conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)

Complete la información para cada establecimiento o persona que recibirá información médica general o relativa al VIH. Adjunte hojas adicionales según sea necesario. Se recomienda tachar las líneas dejadas en blanco antes de firmar.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Si completó esta página en forma total o parcial, sírvase firmar a continuación:

Firma _____ Fecha _____

Número de paciente o cliente _____

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

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

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

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name

Printed 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)
)
County of _____) SS:

On the _____ day of _____, 2006, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

Application Check List

Please submit one original and six (6) copies of your application. Your submission should include this checklist and the items listed below:

- Application Cover Sheet (Attachment 4)
- Commitment letter from an individual authorized to sign for the agency (Attachment 5)
- Completed Vendor Responsibility Questionnaire (Attachment 6)
- Budget Forms (Attachment 7)
- Budget Narrative Justification (not to exceed 2 double-spaced pages)
- Curriculum Vitae for all Program Staff
- Application Checklist (Attachment 9)

Please note: The attachments listed above are not counted towards the application's overall page limitations.

Application Narrative (not to exceed 15 pages)