

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

Request for Applications (RFA)

Clinical Education Initiative

Solicitation #07-0004/FAU #0710100809

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Applicant Conference On: December 14, 2007

Questions Due: December 28, 2007

**RFA Updates and
Questions & Answers Posted: January 4, 2008**

Letter of Interest Due: January 11, 2008

Applications Due: January 29, 2008

**Contact Name
and Address:**

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I. Introduction

The New York State Department of Health AIDS Institute's Clinical Education Initiative (CEI) was created more than 15 years ago to meet the educational needs of community providers caring for patients with HIV and AIDS. The goal of the initiative has been to increase access to quality HIV care in New York State by providing progressive HIV education to clinicians, by expanding the base of providers able to diagnose and care for patients with HIV, by disseminating and updating the AIDS Institute clinical practice guidelines, and by fostering partnerships between community-based providers and HIV specialists. In previous years, the initiative has funded centers based on geographic catchment areas. The current RFA reflects a new program design: with the exception of an upstate center, the programs funded through this initiative will focus on major topics and the development of multi-media educational resources for the web.

II. Background and Intent

The programs to be funded through this RFA will strengthen the network of HIV educational resources now available to clinical providers in New York State. Over the years, the practice of HIV medicine has changed dramatically with advances in the treatment and monitoring of HIV. The availability of educational resources for practitioners has grown accordingly, and educational opportunities are now widely available, including those that offer CME credits. As a state-sponsored initiative, the need for CEI to support programs that complement other existing educational resources is paramount. Collaboration and coordination of services are critical in order to maximize local resources, avoid duplication of efforts, and preserve the state's mission to improve quality and access to HIV care by providing clinical education throughout the state. Through its new program design, CEI will focus on content areas that are consistent with the state's public health goals and that have been identified as priorities: prevention of new infections, increasing testing and early diagnosis of HIV, and the management of substance use and mental health issues in patients with HIV. These centers will provide trainings for the entire state and play a key role in dissemination of clinical guidelines on each of the topics. CEI will fund one center to continue implementation of a general HIV educational program for upstate providers in specified counties, given the broader needs for clinical education in the upstate regions. CEI will also support the creation of a technology center to develop web-based programs in order to increase access to educational materials and allow for rapid dissemination of information. A resource center will serve as a central repository of information, oversee evaluation of the initiative, and coordinate referrals between CEI centers and other educational organizations.

Under this RFA, the AIDS Institute seeks to support 6 centers. **Organizations may apply to serve as more than one center, but should submit separate applications for each. Applicants may be located anywhere in New York State, with the exception of the Clinical Education Center for Upstate Providers (A). Applicants for the upstate center must be located in one of the counties listed in Attachment 10.**

III. Funding

A total of \$1,593,000* in State funding is available for all awards. The funding will be allocated to the 6 centers as stated in the chart below.

Centers	Award Amount	# of Awards
A. Clinical Education for Upstate Providers [†]	\$400,000	1
Statewide Centers of Excellence		
B. PEP*, Testing and Diagnosis	\$300,000	1
C. Prevention and Substance Use	\$300,000	1
D. Mental Health	\$100,000	1
E. Technology	\$343,000	1
F. Resource, Referral and Evaluation	\$150,000	1

[†]See Attachment 10 for a list of Upstate Counties to be covered by the Center and of counties eligible to apply.

*Post-Exposure Prophylaxis

*Should additional funding become available for this initiative, the AIDS Institute may select a contractor from the pool of applicants deemed approved but not funded. Such applications will be further considered based on the final ranking of the application, programmatic need, and amount of additional funding. If it is determined that the needed expertise/services are not available among these organizations, the AIDS Institute reserves the right to conduct another competitive solicitation or to award funds on a sole source basis.

**The award amounts proposed for each Center have been established to ensure adequate coverage for services requested of each Center. The AIDS Institute reserves the right to re-solicit applications for any Center for which an acceptable application is not received. In addition, if an acceptable application is not received for any Center, the AIDS Institute reserves the right to shift all or part of that Center's funding to other Centers in the following priority order: (1) Center D, (2) Center B, (3) Center A.

IV. APPLICANT REQUIREMENTS

IV-A. Minimum Eligibility Requirements

Applications will be accepted from the following not-for-profit organizations: Designated AIDS Centers, academic medical centers, or certified HIV Special Needs Plans (SNPs). Applications from non-profit community-based and professional organizations will also

be accepted for the Resource, Referral and Evaluation Center (F) *only*. Applicants must be located in New York State.

Preferred eligibility requirements specific to individual Centers will be described in the Project Narrative section (Section VI).

IV-B. General Program Requirements

- Applicants should demonstrate that staff have the necessary skills to provide clinical education and HIV consultative support to clinicians and that processes are in place to keep program staff and faculty current in the standards of HIV/AIDS clinical care.
- Applicants should demonstrate the ability to integrate emerging clinical education priorities and AIDS Institute HIV Clinical Guidelines into their educational programs.
- Applicants are expected to establish and/or maintain an organizational structure that supports the continued development, implementation and evaluation of an HIV/AIDS clinical education program for providers throughout the state of New York.
- Applicants should have established or have the ability to build collaborative relationships with other providers of clinical education, including the HRSA-funded AIDS Educational and Training Center, local HIV care networks, consortia, and provider/professional organizations to maximize resources.
- Applicants are required to participate in CEI Program Meetings.
- **Quality Management:** The CEI Centers should have a quality management program, consisting of program staff and other stakeholders, that meets at a minimum on a quarterly basis to conduct program evaluation, strategic planning and guidance for the program.
- **Program Reporting:** Applicants will be required to report on a core set of data elements to be determined by the AIDS Institute and the Resource, Referral and Evaluation Center that reflect their clinical education activities. Applicants will also be required to report fiscal expenditure information on a quarterly basis (See Section V-G).

V. ADMINISTRATIVE REQUIREMENTS

V-A. Issuing Agency:

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

V-B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Eunmee Chun, MD
Office of the Medical Director
New York State Department of Health AIDS Institute
90 Church Street, 13th Floor
New York, NY 10007
ehc01@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 5:00pm on December 28, 2007.** Questions of a technical nature can be addressed in writing or via telephone by calling Dr. Eunmee Chun at 212.417.4522, or via email at ehc01@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 at 518.473.8815 or via email at dmm11@health.state.ny.us.

Prospective applicants should note that all questions regarding clarification and exception, including those relating to the terms or conditions of the contract, are to be raised prior to the submission of the application during the period specified in this document.

The RFA has been posted on the Department of Health's public website at <http://www.nyhealth.gov/funding>. Responses to all questions, including those raised at the applicant conferences, and any updates/modifications to this RFA will be posted on the Department of Health's website on or before **January 4, 2008**.

V-C. Applicant Conference and Letter of Interest

Applicant Conference: Applicants are encouraged, but not required, to attend the Applicant Conference. Failure to attend the Applicant Conference will not preclude the submission of an application.

**Friday, December 14, 2007
10:00 am – 1:00 pm**

New York City
90 Church Street
Room 13-45
New York, NY 10007

Albany (Videoconference)
ESP, Corning Tower
Room 412
Albany, NY 12237

Letter of Interest: Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest should be received by January 11, 2008 at the address shown in Section V-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. A sample Letter of Interest is included as Attachment 1 to this RFA.

V-D. How to File an Application

Applications **must be received** at the following address by **5:00PM on January 29, 2008**. **Late applications will not be accepted**. Applications WILL NOT be accepted via fax or email.

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

Applicants shall submit one (1) original unbound, signed application and **9 (nine)** complete copies, including all attachments. The original should be clearly identified and bear the signature of the Chief Executive Officer of the organization or his/her designee. Applications should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document

Applicants should pay special attention to Attachment 9, the Application Checklist, to ensure that submission requirements have been met. Applicants should review this attachment *before* writing and *prior* to submitting the application.

It is the applicant's responsibility to see that applications are delivered prior to the date and time specified above. Late applications due to delay by the carrier, or not received in the New York State Department of Health mailroom in time for transmission to the NYSDOH AI, will not be considered.

V-E. The NYSDOH 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 the DOH and the State Comptroller as appropriate.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.

6. Eliminate detailed specifications should no applications be received that meet all of these requirements.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, DOH 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.

V-F. Term of Contract:

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

Contracts will be awarded under this RFA for a 12-month term, with an anticipated start date on or about July 1, 2008. Awards may be renewed for up to four additional one-year periods based on satisfactory performance and the availability of funds.

V-G. Payment Methods and 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
Office of the Medical Director
New York State Department of Health AIDS Institute
ESP-Corning Tower Room 259
Albany, New York 11237

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.

V-H. Vendor Responsibility Questionnaire:

New York State Procurement Law requires that State agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 1-866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us.

Vendors opting to file a paper questionnaire should complete the paper form included as Attachment 6 and return it with their application.

All Applicants must also complete the Vendor Responsibility Attestation (Attachment 7) and return it with their application.

V-I. General Specifications

1. By signing the Application Cover Sheet and Letter of Commitment, each applicant attests to its express authority to sign on behalf of the applicant organization. Applicants should also submit Letters of Commitment from all proposed subcontracting organizations.
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 attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default:

- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of 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 any contract resulting from this RFA 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. Such compensation shall not exceed the total cost incurred for the work that the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

V-J. Appendices Included in DOH Grant Contracts

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

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency-Specific Clauses
APPENDIX A-2	Program-Specific Clauses
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Program Workplan
APPENDIX E	Unless the CONTRACTOR is a political subdivision of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR'S insurance carrier and/or the Worker's 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 With No Employees And Certain Out-Of-State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage Is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out-Of-State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage Is Not Required; OR
- **DB-120.1** – Certificate of Disability Benefits Insurance OR
- **DB-155** – Certificate of Disability Benefits Self-Insurance

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

VI. PROJECT NARRATIVE: Description of CEI Centers

- A. Clinical Education Center for Upstate Providers
- B. PEP, Testing and Diagnosis Center
- C. Prevention and Substance Use Center
- D. Mental Health Center
- E. Technology Center
- F. Resource, Referral, and Evaluation Center

VI-A. Clinical Education Center for Upstate Providers

The educational needs of upstate HIV providers differ significantly from those of downstate providers. Given the geography of upstate, availability and access to trainings and the ability to consult with HIV specialists represent significant challenges for providers. Over the years, CEI contractors have developed relationships with clinics upstate in areas where providers caring for patients with HIV are few in number. Though the numbers of patients are fewer, the need for comprehensive HIV clinical education is greater, and maintaining relationships with these clinics is crucial in supporting providers and ensuring quality of care. Under the current initiative, the upstate counties now covered by 5 CEI contractors will be served by one consolidated

Clinical Education Center for Upstate Providers. The Upstate Center will also operate a 24-hour, toll-free consultative support line (CEI-Line) for clinical providers throughout New York State.

A total of \$400,000 is available to fund this center.

Preferred Eligibility Requirements

Applicants should demonstrate experience providing HIV clinical care and clinical education and have the organizational capacity and resources to plan, develop and implement HIV clinical education programs. Applicants must be located in one of the upstate counties listed in Attachment 10.

Target Audience

The primary target audience for this initiative includes frontline HIV primary care providers at community health centers, ambulatory care clinics, adult day programs, substance use treatment programs, or other outpatient centers providing primary care for patients with HIV. AIDS Institute-funded health centers that have received continuous training through the Clinical Education Initiative and are located in the upstate counties listed in Attachment 10, with the exception of Westchester and Rockland, are prioritized. Providers in Westchester and Rockland typically access downstate educational resources and will not be targeted by the Upstate Center. Facilities in these counties may receive training by the Upstate Center if a need is identified through consultation with the Resource, Referral and Evaluation Center (F). Providers in Nassau and Suffolk Counties also typically access downstate educational resources and will not be targeted by the Upstate Center.

Providers who are trained under this initiative will include members of the clinical team who are caring for patients in the settings listed above, including physicians, physician assistants, nurse practitioners, registered nurses, dentists, and pharmacists. Non-medical providers who are part of the clinical care team, such as case managers, may attend trainings for the targeted providers if the need is identified.

Location of Clinical Activity

As often as possible, clinical education should be provided on-site at the trainees' facility in order to maximize attendance of clinical staff, minimize disruption of patient services, and facilitate a proactive educational program. However, given the large geographic area to be covered by the Upstate Center, up to 50% of trainings may be conducted as regional conferences and workshops held at cluster locations.

Clinical Education Model

Outreach and promotion of the Upstate Center's educational offerings should be conducted in order to solicit requests for education and training from health care providers throughout the region. A brief educational assessment of each clinic site identified for training will be conducted in order to determine the curriculum topics to be covered over a given time period and to tailor the program to the individual site's needs.

Trainings should cover some or all topics over a predefined number of sessions and should offer Continuing Medical Education (CME) credits.

Presentations should include a mix of didactic instruction and case-based lectures. Consistency with AIDS Institute HIV Clinical Guidelines should be ensured and highlighted. The Upstate CEI Program should work closely with the other CEI Centers to facilitate trainings and with the Technology Center to develop multi-media materials for dissemination to a wider audience and posting to the CEI section of the website, www.hivguidelines.org.

The Upstate CEI Program may subcontract with other qualified providers (See Minimum and Preferred Eligibility Requirements).

Curriculum

The CEI program curriculum should be based upon the following AIDS Institute guidelines:

- Clinical management of HIV disease, including the use of antiretroviral therapies, treatment adherence, new treatments, and advances in diagnostic testing;
- Diagnosis and management of opportunistic infections in HIV-related diseases, including tuberculosis and neoplastic and hematological complications;
- Diagnosis, management and prevention of sexually transmitted diseases, including human papillomavirus and hepatitis;
- Gynecologic and obstetric care for women with HIV disease;
- Management of adolescent and pediatric patients with HIV disease

The Upstate Center will work closely with other CEI centers to coordinate implementation of topics covered by those centers: acute HIV infection and testing, post-exposure prophylaxis, prevention, substance use, and mental health. *The Upstate Center should not develop curricula on these topics.*

Applicants selected under this solicitation will be expected to support the dissemination and implementation of AIDS Institute HIV Clinical Guidelines.

Clinical Education Line

The Clinical Education Line (CEI-Line) is a toll-free, state-wide, 24-hour telephone service that will be operated by the Upstate CEI program to allow community-based practitioners to discuss case-based HIV clinical care directly with an HIV specialist. Clinical education provided through the CEI-Line is not intended to substitute for direct patient care or to replace formal patient-based consultation arrangements already in place among providers. All responses to the CEI-Line are expected to occur within 24 hours (or within 72 hours on the weekend) from the time the call was received by the CEI program.

CEI Program Staff

The CEI program should be comprised of the following staff:

Clinical Education Medical Director: Responsibilities include providing overall leadership for the CEI program, including oversight of the development of the program plan and clinical content of education programs, personnel, budget, outreach, education and evaluation activities and reporting to the AIDS Institute.

Clinical Education Manager: Responsibilities include program outreach and publicity activities; coordination of program logistics, including the educational program schedule for sites; development of materials and curricula; implementation of program evaluation and collection and reporting of program data to the AIDS Institute. The Clinical Education Manager should have experience coordinating educational programs, developing curricula, and working with clinical providers and health care organizations.

Administrative and clerical support for the program may be necessary.

VI-B. PEP, Testing and Diagnosis Center

In September 2006, the CDC issued new guidelines calling for the integration of HIV testing into routine medical care of adults and adolescents in order to increase screening for HIV, identify unrecognized HIV infection, and foster earlier diagnosis of HIV infection. The PEP, Testing and Diagnosis Center will develop curriculum and implement trainings for providers based in emergency rooms, urgent care centers, family planning clinics and other non-HIV primary care settings where the implementation of post-exposure prophylaxis (PEP), diagnosis of acute infection, and expanded HIV testing and use of rapid tests occur. These settings afford opportunities to connect people to health care, and appropriate follow-up and referrals for treatment are also fundamental issues to address. The Center will operate a 24-hour, toll-free consultative support line (PEP-Line) for clinical providers throughout New York State for the management of post-exposure prophylaxis for adults, adolescents and children.

A total of \$300,000 is available to fund this center.

Preferred Eligibility Requirements

Applicants should demonstrate experience providing HIV clinical care and clinical education and have the organizational capacity and resources to plan, develop and implement HIV clinical education programs throughout New York State. Applicants should demonstrate experience providing education and consultation about post-exposure prophylaxis for adults, adolescent and children, as well as expertise in HIV testing technology.

Target Audience

The primary target audience for this initiative includes providers based in the following clinical settings:

- Emergency Rooms
- Urgent Care Centers
- Occupational Health Departments
- Family Planning Clinics, including prenatal care settings
- STD clinics
- Local Health Departments
- Other health care settings where exposure to bloodborne pathogens via needlesticks may occur

Providers trained under this initiative will include members of the clinical team who are caring for patients in the settings listed above, including physicians, physician assistants, nurse practitioners, nurses, dentists, and pharmacists. Non-medical providers who are part of the clinical care team, such as case managers, may also attend trainings for the targeted providers if the need is identified.

Location of Clinical Education Activity

As often as possible, clinical education should be provided on-site at the trainees' facility in order to maximize attendance of clinical staff, minimize disruption of patient services, and facilitate a proactive educational program. Conferences, lectures or workshops may be held at the contractor's facility or at cluster locations provided that adequate attendance can be established.

Clinical Education Model

The CEI Center will provide focused, up-to-date, and relevant clinical education about HIV testing, diagnosis and post-exposure prophylaxis to a wide range of health care providers. Outreach and promotion of the topics will be a key function of the Center and its ability to conduct trainings at multiple sites. The number of trainings and specific topics to be covered will be determined depending on the needs of each site. Content of trainings should be consistent with AIDS Institute HIV Clinical Guidelines and Occupational Safety and Health Administration (OSHA) protocols. Continuing Medical Education (CME) credits should be offered.

The Center will work closely with the CEI Technology Center to develop multi-media materials for dissemination to a wider audience and posting to the CEI section of the website, www.hivguidelines.org. The Center will also work with the Upstate Center to enhance implementation of the curriculum in the upstate regions. Collaboration and co-sponsorship of trainings with professional organizations, such as the American College of Obstetricians and Gynecologists (ACOG) and the American College of Emergency Physicians (ACEP), is strongly encouraged.

Evaluation of all trainings will be conducted with guidance from the CEI Resource, Referral and Evaluation Center in order to inform each center's Quality Management program and to assess outcomes for CEI overall.

Curriculum

The CEI program curriculum should be based upon the following AIDS Institute guidelines:

- Integration of HIV testing into routine health care for adults and adolescents, including the use of rapid testing, and appropriate follow-up and linkage to care for clients with positive test results
- HIV Testing technology: diagnostic, monitoring, and resistance tests for HIV
- Identification and management of acute HIV infection
- HIV prophylaxis and management of occupational and non-occupational exposure to bloodborne pathogens (PEP and nPEP) for adults, adolescents and children.
- Policy issues related to HIV counseling and testing in New York State

The CEI program will be expected to support the dissemination and implementation of AIDS Institute HIV Clinical Guidelines.

Training HIV Test counselors is not the purpose of this CEI program. The AIDS Institute has other resources that are focused on this type of training.

Consultative Educational Support: HIV Post-Exposure Prophylaxis Line (PEP Line)

The CEI program must provide 24-hour, toll-free consultative support to clinical providers throughout New York State for the management of PEP and nPEP. Consultative requests require a response within 20 minutes by the CEI Center due to the narrow time frame during which antiretroviral therapy can be initiated to achieve an effective clinical outcome. The CEI Center will be responsible for marketing the PEP Line to providers.

Program Staff

The CEI program should be comprised of the following staff:

Clinical Education Medical Director: Responsibilities include providing overall leadership for the CEI program, including oversight of the development of the program plan and clinical content of education programs, personnel, budget, outreach, education and evaluation activities and reporting to the AIDS Institute.

Clinical Education Manager: Responsibilities include program outreach and publicity activities; coordination of program logistics, including the educational program schedule for sites; development of materials and curricula; implementation of program evaluation and collection and reporting of program data to the AIDS Institute. The Clinical Education Manager should have experience coordinating educational programs, developing curricula, and working with clinical providers and health care organizations.

Administrative and clerical support for the program may be necessary.

VI-C. Prevention and Substance Use Center

The clinical care of patients with HIV involves more than the management of medications and laboratory monitoring: providers must be able to address personal and behavioral issues that may affect a patient's ability to keep appointments, take medications, and practice safer sex and other prevention measures. Consumers and providers agree that broaching sensitive topics around sex and substance use is difficult and often de-prioritized in clinical settings. Substance use can pose a significant barrier to adherence and retention in care, particularly if the provider is unaware of the problem. In addition, many primary care providers are not skilled at counseling patients about addiction, substance use, or other risk behaviors. Providers should be knowledgeable about available substance use treatment modalities as well as potential drug interactions.

The Prevention and Substance Use Center will train providers on conducting risk assessments, counseling HIV-infected patients about prevention, and approaching substance use issues in patients with HIV.

A total of \$300,000 is available to fund this center.

Preferred Eligibility Requirements

Applicants should demonstrate experience providing HIV clinical care and clinical education and have the organizational capacity and resources to plan, develop and implement HIV clinical education programs throughout New York State. Applicants should demonstrate expertise and experience providing HIV clinical education about prevention and substance use.

Target Audience

The primary target audience for this initiative includes frontline HIV primary care providers at community health centers, ambulatory care clinics, adult day programs, or other outpatient centers providing primary care for patients with HIV. HIV providers at substance use treatment centers are not targeted to receive substance use clinical education, but are a focus for the prevention curriculum. Providers who are trained under this initiative will include members of the clinical team who are caring for patients in the settings listed above, including physicians, physician assistants, nurse practitioners, registered nurses, dentists, and pharmacists. Non-medical providers who are part of the clinical care team, such as social workers and case managers, may also attend trainings for the targeted providers if the need is identified.

Location of Clinical Education Activity

As often as possible, clinical education should be provided on-site at the trainees' facility in order to maximize attendance of clinical staff, minimize disruption of patient services, and facilitate a proactive educational program. Conferences, lectures or

workshops may be held at the contractor's facility or at cluster locations provided that adequate attendance can be established.

Clinical Education Model

Outreach and promotion of the Prevention and Substance Use curriculum will be a key function of the Center and its ability to conduct trainings at multiple sites. Once a site is identified, an education plan should be established that outlines the clinical providers to be trained and the number and content of trainings to be provided. Trainings should cover some or all topics over a predefined number of sessions, depending on the needs of each site, and should offer Continuing Medical Education (CME) credits.

Presentations should include a mix of didactic instruction and case-based lectures. Consistency with AIDS Institute HIV Clinical Guidelines should be ensured and highlighted. The Center will work closely with the CEI Technology Center to develop multi-media materials for dissemination to a wider audience and posting to the CEI section of the website, www.hivguidelines.org. The Center will also work with the CEI Upstate Center to enhance implementation of the curriculum in the upstate regions. Collaboration and co-sponsorship of trainings with professional organizations and government agencies, such as the Office of Alcoholism and Substance Use Services (OASAS), is encouraged.

Evaluation of all trainings will be conducted with guidance from the CEI Resource, Referral and Evaluation Center in order to inform each center's Quality Management program and to assess outcomes for CEI overall.

Curriculum

The CEI program curriculum should be based upon the following AIDS Institute guidelines:

Prevention:

- Integrating prevention into primary care for HIV-infected adults
- Conducting risk assessments
- Evidence-based prevention interventions
- Provider communication skills: motivational interviewing and self-management
- Prevention of secondary disease: preventive medicine

Substance Use

- Diagnosis and screening for substance use and abuse
- Substance use treatment modalities, including buprenorphine
- Management of alcohol use and abuse
- Smoking cessation
- Drug-drug interactions
- Behavioral interventions for the management of substance use and abuse
- Adherence to antiretroviral therapy among substance users
- Substance use and mental illness in HIV

CEI Program Staff

The CEI program should be comprised of the following staff:

Clinical Education Medical Director: Responsibilities include providing overall leadership for the CEI program, including oversight of the development of the program plan and clinical content of education programs, personnel, budget, outreach, education and evaluation activities and reporting to the AIDS Institute.

Clinical Education Manager: Responsibilities include program outreach and publicity activities; coordination of program logistics, including the educational program schedule for sites; development of materials and curricula; implementation of program evaluation and collection and reporting of program data to the AIDS Institute. The Clinical Education Manager should have experience coordinating educational programs, developing curricula, and working with clinical providers and health care organizations.

Administrative and clerical support for the program may be necessary.

VI-D. Mental Health Center

The care of patients with HIV and mental health issues can pose a complex challenge for providers. Identification and diagnosis of mental health disorders can be difficult, and providers should be aware of treatment options and know when to refer patients for appropriate mental health services. The aim of the Mental Health Center is to provide trainings for primary care providers in identification and management of mental health disorders in patients with HIV.

A total of \$100,000 is available to fund this center.

Preferred Eligibility Requirements

Applicants should demonstrate experience providing HIV clinical care and clinical education and have the organizational capacity and resources to plan, develop and implement HIV clinical education programs throughout New York State. Applicants must have an established HIV mental health education and training program.

Target Audience

The primary target audience for this initiative includes frontline HIV primary care providers at community health centers, ambulatory care clinics, adult day programs, substance use treatment programs, or other outpatient centers providing primary care for patients with HIV. Providers who are trained under this initiative will include members of the clinical team who are caring for patients in the settings listed above, including physicians, physician assistants, nurse practitioners, registered nurses, dentists and pharmacists. Non-medical providers who are part of the clinical care team, such as social workers and case managers, may also attend trainings for the targeted providers if the need is identified.

Location of Clinical Education Activity

As often as possible, clinical education should be provided on-site at the trainees' facility in order to maximize attendance of clinical staff, minimize disruption of patient services, and facilitate a proactive educational program. Conferences, lectures or workshops may be held at the contractor's facility or at cluster locations provided that adequate attendance can be established.

Clinical Education Model

Outreach and promotion of the mental health curriculum will be a key function of the Center and its ability to conduct trainings at multiple sites. Once a site is identified, an education plan should be established that outlines the clinical providers to be trained and the number and content of trainings to be provided. Trainings should cover some or all topics over a predefined number of sessions, depending on the needs of each site, and should offer Continuing Medical Education (CME) credits.

Presentations should include a mix of didactic instruction and case-based lectures. Consistency with AIDS Institute HIV Clinical Guidelines should be ensured and highlighted. The Center will work closely with the CEI Technology Center to develop multi-media materials for dissemination to a wider audience and posting to the CEI section of the website, www.hivguidelines.org. The Center will also work with the Upstate Center to enhance implementation of the curriculum in the upstate regions, and will collaborate with the NY/NJ AETC's Mental Health Regional Resource Center to maximize availability of training opportunities and avoid duplication of efforts.

Curriculum

The CEI program curriculum should be based upon the following AIDS Institute guidelines:

- Screening for mental health disorders
- Mental illness and personality disorders in HIV
- Post-traumatic Stress Disorder
- Depression and suicide
- Managing difficult behaviors
- Severe, persistent mental illness
- Adherence and mental illness
- Medication interactions
- Mental health and health care systems issues

CEI Program Staff

The CEI program should be comprised of the following staff:

Clinical Education Medical Director: Responsibilities include providing overall leadership for the CEI program, including oversight of the development of the program plan and clinical content of education programs, personnel, budget, outreach, education and evaluation activities and reporting to the AIDS Institute.

Clinical Education Manager: Responsibilities include program outreach and publicity activities; coordination of program logistics, including the educational program schedule for sites; development of materials and curricula; implementation of program evaluation and collection and reporting of program data to the AIDS Institute. The Clinical Education Manager should have experience coordinating educational programs, developing curricula, and working with clinical providers and health care organizations.

Administrative and clerical support for the program may be necessary.

VI-E. Technology Center

In collaboration with Johns Hopkins University (JHU) School of Medicine, the AIDS Institute Office of the Medical Director publishes Clinical Guidelines for the care of HIV-infected patients and maintains a program website, www.hivguidelines.org. The Technology Center will be charged with elaboration of the existing CEI section of the HIV Guidelines website (i.e. a new website will not be created) and developing multi-media educational materials for self-study and CME accreditation. The center will play a key role in linking AIDS Institute HIV Clinical Guidelines to provider education and in streamlining all CEI educational materials for use by clinical providers and educators.

A total of \$343,000 is available to fund this center.

Preferred Eligibility Requirements

Applicants should demonstrate that they have the technical expertise and capacity to develop a multi-media, web-based educational program.

Program Priorities

Website Development

The HIV Clinical Guidelines website, www.hivguidelines.org, is currently hosted by Johns Hopkins University (JHU) School of Medicine, Division of Infectious Diseases. The Technology Center will work closely with the JHU HIV Clinical Guidelines staff in expanding the current CEI section of the website using the existing web interface. The Center will design the organizational framework for posting educational materials, as well as edit, maintain and update content. The Center will also assist other CEI centers in developing and posting materials to the website.

Multi-Media Clinical Education Materials

The Technology Center will develop multi-media clinical education materials targeted for use by HIV providers and clinician educators. Materials will integrate emerging clinical education priorities and AIDS Institute Clinical Guidelines, and may either be used for self-study and CME accreditation or for training purposes. Development of webcasts and lecture slide sets will be prioritized; in addition, podcasts, PDA tools, on-line training modules, or other multi-media materials may be supported under this initiative. Self-study materials will offer CME credit where appropriate.

Audience

The target audience for this initiative includes any clinicians providing care for patients with HIV who are able to access the internet.

Content

Website content will include clinical topics covered by AIDS Institute Clinical Care Guidelines. Priorities for content and materials may be assigned by the AIDS Institute. The website will also include up-to-date information on HIV education and training opportunities throughout the state, which the Center will develop and maintain in collaboration with the Resource, Referral and Evaluation Center.

Outreach

The Technology Center will develop an outreach plan to increase awareness of educational materials available on the website. The plan will include a mechanism for updating providers about new site content on a regular basis.

CEI Program Staff

The CEI program should be comprised of the following staff:

Administrative Director: Responsibilities include overall leadership for the CEI program, oversight of website development, production of multimedia educational materials, personnel, budget, outreach, education and evaluation activities and reporting to the AIDS Institute. The Director should have administrative level experience in a public health or medical field providing programmatic and fiscal oversight, and should also have technical knowledge of web design and multi-media. The Administrative Director should have access to qualified medical and clinical expertise for consultation as needed.

Project Manager: Responsibilities include program outreach and publicity activities; coordination between the Technology Center and other CEI programs and partners; provision of logistical support for the program; development of materials; evaluation of the program and collection and reporting of program data to the AIDS Institute. The Project Manager should have experience coordinating educational programs and working with clinical providers and health care organizations.

Production Manager: Responsibilities include working in conjunction with the JHU HIV Guidelines staff in designing and maintaining the CEI section of the website; handling production of webcasting and other media; assisting other CEI centers with preparation of materials for posting to the website. The Production Manager should have technical expertise in web design and multimedia.

The Project Manager and Production Manager positions may be filled by the same person.

VI-F. Resource, Referral and Evaluation Center

There are multiple educational resources now available for HIV providers. The creation of the Resource, Referral and Evaluation Center intends to improve the ability of providers to access HIV educational opportunities and to enhance utilization of the host of resources available to providers in New York State. The Center will also develop and coordinate the evaluation plan for the entire CEI Program.

A total of \$150,000 is available to fund this center.

Program Priorities

HIV Education and Training Resources and Referrals

The Resource, Referral and Evaluation Center will serve as a central repository of information on HIV education and training opportunities: CEI and AETC programs; other state-sponsored programs for training non-clinical providers; grand rounds; large conferences and workshops conducted by HIV professional organizations, including PRN, IDSA, IAS and HIVMA. The center will serve as a liaison between community-based providers and CEI and AETC by soliciting and managing requests for education on specific topics. Upon request, the Center will be able to provide consultative support to health centers in meeting their educational needs; this will include assistance in developing an agency-based education plan for their staff and providing referrals to resources for training both clinical and non-clinical providers.

A toll-free phone line and email account will be created and maintained for providers to contact the center.

The center will work closely with the CEI Technology Center to develop and maintain up-to-date information about HIV education and training opportunities on the CEI website. Systematic outreach should be conducted to community providers to inform them about the center's function and the availability of other CEI centers and programs.

CEI Program Evaluation

All CEI centers will be required to report on a core set of data elements that reflect their clinical education activities. The Resource, Referral and Evaluation Center will develop an evaluation methodology to assess the outcomes and impact of clinical education provided by CEI. The Center will coordinate the evaluation activities of all CEI centers in order to standardize data collection instruments, develop protocols for data submission, develop quality assurance procedures for submitted data, and report on aggregate data from the centers. The Center will update the existing CEI reporting database to reflect the changes in program design and evaluation measures.

Resource Guide

In collaboration with the NY/NJ AETC, the center will develop an AIDS education and training resource guide for providers.

Program Staff

The CEI program should be comprised of the following staff:

Program Manager: Responsibilities include the provision of information and consultative support to health centers about clinical education resources; program outreach and publicity activities; development of the clinical education resource guide; development and implementation of the CEI program evaluation plan. The Program Manager should be knowledgeable about program evaluation methodology and have experience conducting program evaluations. S/he should also have experience working with clinical providers and health care organizations. A Master's in Public Health or related degree is preferred.

VII. COMPLETING THE APPLICATION

VII-A. Application Format: ALL CENTERS

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. Page limitations should be strictly adhered to. Applications should not exceed twenty-five (25) double-spaced pages (not including the budget, budget justification, and all attachments), using a 12-pitch type font, and should have one-inch margins on all sides.

Please remember to refer to the Project Narrative for the description of each Center and preference factors, as well as to the Program Requirements when developing this application. The review team will base its scoring on the maximum points indicated for each section.

Non-compliance with format requirements may result in the deduction of up to 5 points.

VII-B. Specific Application Instructions for Centers

Applicants for Center A (Clinical Education for Upstate Providers):

1. Program Summary (1 page or less)

Not Scored

Summarize your proposed program in one page or less, including your objectives to meet the stated goals of this initiative.

- 2. Agency Description and Mission (1-2 pages) Maximum Score: 10 points**
- a. Describe your agency and its mission. Include the organizational structure of your HIV program and scope of services offered.
 - b. Describe your agency's experience providing HIV care. Include the approximate number of patients served during the last full calendar year, differentiating between acute and ambulatory care.
 - c. Describe the HIV clinical education activities currently provided by your agency.
 - d. Describe the organization of any proposed subcontractors.
- 3. Statement of Need (1-3 pages) Maximum Score: 10 points**
- a. Describe the clinical education needs of the upstate regions to be covered by the center, identifying areas of highest need. Include a description of current clinical education and training resources available to community-based providers in these areas.
 - b. Describe your plan for providing trainings throughout the upstate regions of the state. List possible health centers and/or community-based practitioners to receive trainings. Describe any existing relationship with these sites and access to their clinical staff.
- 4. Program Activities (12-15 pages) Maximum Score: 50 points**
- a. Describe the organizational structure of your proposed program, including program staff. Staff, their responsibilities and percent of effort for each responsibility should be listed on the form in Attachment 4. Include the curriculum vitae of all program staff *as an attachment*.
 - b. Describe your plans for implementing clinical education activities for providers throughout upstate New York. Include a discussion of the challenges you expect to face in providing clinical education upstate and how you will approach these challenges, including geographic considerations and budgetary limitations. Describe the role of program staff in delivering your clinical education program. *As an attachment (1 page or less)*, include a timeline that delineates when you expect to accomplish your program goals.
 - c. *As an attachment*, Letters of Agreement from targeted organizations indicating a willingness to participate in the clinical education activities of your center should accompany the application.
 - d. Describe how you will conduct educational assessments of health centers that have been identified to receive trainings. This should include the types of information to be obtained and the method of assessment.
 - e. Describe the educational strategies you plan to use. Include a discussion of how the curriculum will be integrated into these strategies. In addition, please include:
 - i. A description of how your educational strategy is responsive to the changing clinical education needs of providers and will facilitate the integration of information into clinical practice.
 - ii. A description of how you will integrate new and emerging clinical information into your educational programs, including the AIDS Institute HIV Clinical Guidelines.

- iii. A description of how you will develop and implement your curriculum at a health center. Include how and what types of clinical support, consultation, and clinical referral resources will be provided.
 - iv. A description of the role of the CEI Medical Director in the design, delivery, and evaluation of the clinical education curriculum for health centers and providers.
 - v. A description of your plan for how your center will market its clinical education program to health centers across upstate New York.
- f. Describe how faculty will be selected as clinical educators for your program. Indicate how it will be determined that materials and content of presentations by faculty are consistent with the current standard of clinical practice and with New York State HIV Clinical Guidelines.
 - g. Describe how you will work with other CEI Centers in providing education about the specific topics covered by these centers. Describe your plans for establishing and maintaining collaborative relationships with other clinical education providers and statewide HIV/AIDS planning groups, and how they will impact the clinical education activities that you provide to trainees and health centers throughout the state.
 - h. Describe how you will offer CME credits through participation in the clinical education activities offered by your center.
 - i. Describe how the CEI-Line services will be provided toll-free for clinicians throughout the state. Include:
 - i. Who is responsible for responding to calls and their qualifications;
 - ii. How responses to callers will be achieved within 24 hours (or within 72 hours on the weekend);
 - iii. How clinicians throughout the state will be made aware of the CEI-Line services;
 - iv. How you will keep a record of CEI-Line calls received for reporting to the AIDS Institute;
 - v. A copy (draft or finalized) of your policy and procedure for the management of CEI-Line calls as an attachment.

5. Evaluation (2-4 pages)

Maximum Score: 10 points

- a. Describe how you will determine that your program meets the needs of the target audience.
- b. Describe how you will determine that the objectives and goals of the clinical education program have been achieved and effective, and that services have been provided in a timely fashion.
- c. Describe how you will develop your Quality Management program and your plans for implementing quality improvement for your clinical education center.

6. Budget

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5). All costs must be directly related to the provision of clinical education and should be projected based on a 12-

these challenges, including geographic considerations and budgetary limitations. Describe the role of program staff in delivering your clinical education program. *As an attachment (1 page or less)*, include a timeline that delineates when you expect to accomplish your program goals.

- c. Describe how you will market your clinical education program to providers throughout the state, including how you will conduct outreach and identify health care providers to receive trainings offered by your center.
- d. Describe the educational strategies you plan to use. Include a discussion of how the curriculum will be integrated into these strategies. In addition, please include:
 - i. A description of how your educational strategy is responsive to the changing clinical education needs of providers and will facilitate the integration of information into clinical practice.
 - ii. A description of how you will integrate new and emerging clinical information into your educational programs, including the AIDS Institute HIV Clinical Guidelines.
 - iii. A description of how you will develop and implement your curriculum for a health center. Include how and what types of clinical support, consultation, and clinical referral resources will be provided.
 - iv. A description of the role of the CEI Medical Director in the design, delivery, and evaluation of the clinical education curriculum for health centers and providers. Include a discussion of the Medical Director's expertise on the topics to be covered by the center.
- e. Describe how faculty will be selected as clinical educators for your program. Indicate how it will be determined that materials and content of presentations by faculty are consistent with the current standard of clinical practice and with AIDS Institute HIV Clinical Guidelines and OSHA protocols.
- f. Describe your plans for establishing and maintaining collaborative relationships with other clinical education providers, professional associations, and state-wide HIV/AIDS planning committees. Describe how these groups will impact the clinical education activities that you provide to trainees and health centers throughout the state.
- g. *As an attachment*, Letters of Agreement from organizations willing to collaborate and/or participate in the clinical education activities of your center should accompany the application. Specifically, letters from the NY chapters of professional organizations (such as the American College of Obstetricians and Gynecologists and the American College of Emergency Physicians) should be included.
- h. Describe how you will offer CME credits through participation in the clinical education activities offered by your center.
- i. Describe how you will provide toll-free, 24-hour clinical consultation to providers throughout the state for management of PEP in the event of occupational or non-occupational exposure to bloodborne pathogens.

- i. Include who will respond to callers and how they are qualified to manage PEP responses; and how you will ensure that calls are responded to within 20 minutes.
- ii. Describe how calls will be directed to the appropriate clinical staff.
- iii. Describe how call recipients will be able to provide instruction on obtaining a referral for a next day appointment with an HIV specialist.
- iv. Include a copy (draft or finalized) of your policy and procedure for the management of PEP calls *as an attachment*.
- v. Describe how you will keep a record of PEP calls received for reporting to the AIDS Institute.

5. Evaluation (2-4 pages)

Maximum Score: 10 points

- a. Describe how you will determine that your program meets the needs of the target audience.
- b. Describe how you will determine that the objectives and goals of the clinical education program have been achieved and effective, and that services have been provided in a timely fashion.
- c. Describe how you will develop your Quality Management program and your plans for implementing quality improvement for your clinical education center.

6. Budget

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5). All costs must be directly related to the provision of clinical education and should be projected based on a 12-month period, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted as a narrative on the form provided (not included in the page limitations). For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. This funding cannot supplant funding currently available for existing staff activities. Administrative overhead costs are limited to a maximum of 10% of total direct costs.

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

Applicants for Center C (Prevention and Substance Use):

1. Program Summary (1 page or less)

Not Scored

Summarize your proposed program in one page or less, including your objectives to meet the stated goals of this initiative.

2. Agency Description and Mission (1-2 pages)

Maximum Score: 10 points

- a. Describe your agency and its mission. Include the organizational structure of your HIV program and scope of services offered.

- b. Describe your agency's experience providing HIV care. Include the approximate number of patients served during the last full calendar year, differentiating between acute and ambulatory care.
- c. Describe the HIV clinical education activities currently provided by your agency.
- d. Describe the organization of any proposed subcontractors.

3. Statement of Need (1-3 pages) Maximum Score: 10 points

- a. Describe the need for HIV clinical education about prevention and substance use. Demonstrate your understanding of the importance and scope of these content areas. Include a description of current clinical education and training resources available to community-based providers on these topics.
- b. Describe your plan for providing trainings throughout the state, and provide a list of possible health centers and/or community-based practitioners to receive trainings. Include a discussion of how you will work with the Upstate Center to provide trainings on these topics to the upstate regions.

4. Program Activities (12-15 pages) Maximum Score: 50 points

- a. Describe the organizational structure of your proposed program, including program staff. Staff, their responsibilities and percent of effort for each responsibility should be listed on the form in Attachment 4. Include the curriculum vitae of all program staff *as an attachment*.
- b. Describe your plans for implementing clinical education activities for providers throughout the state based on the needs for clinical education that you have illustrated. Discuss the challenges you expect to face and how you will approach these challenges, including geographic considerations and budgetary limitations. Describe the role of program staff in delivering your clinical education program. *As an attachment (1 page or less)*, include a timeline that delineates when you expect to accomplish your program goals.
- c. Describe how you will develop an education plan with each site. Include a description of the components of your assessment and the process for establishing the plan and its timeline for implementation.
- d. Describe how you will market your clinical education program to providers throughout the state, including how you will conduct outreach and identify health care providers to receive trainings offered by your center.
- e. Describe the educational strategies you plan to use. Include a discussion of how the curriculum will be integrated into these strategies. In addition, please include:
 - i. A description of how your educational strategy is responsive to the changing clinical education needs of providers and will facilitate the integration of information into clinical practice.
 - ii. A description of how you will integrate new and emerging clinical information into your educational programs, including the AIDS Institute HIV Clinical Guidelines.
 - iii. A description of how you will develop and implement your curriculum for a health center. Include how and what types of clinical support, consultation, and clinical referral resources will be provided.

- iv. A description of the role of the CEI Medical Director in the design, delivery, and evaluation of the clinical education curriculum for health centers and providers. Include a discussion of the Medical Director's expertise on the topics to be covered by the center.
- f. Describe how faculty will be selected as clinical educators for your program. Indicate how it will be determined that materials and content of presentations by faculty are consistent with the current standard of clinical practice and with AIDS Institute HIV Clinical Guidelines.
- g. Describe your plans for establishing and maintaining collaborative relationships with other clinical education providers, professional associations, and state-wide HIV/AIDS planning committees. Describe how these groups will impact the clinical education activities that you provide to trainees and health centers throughout the state.
- h. *As an attachment*, Letters of Agreement from organizations indicating a willingness to collaborate and/or participate in the clinical education activities of your center should accompany the application. Specifically, letters from the NY Office of Alcoholism and Substance Abuse Services (OASAS) and the NYC Department of Health and Mental Hygiene Office of Chemical Dependency Services should be included.
- i. Describe how you will offer CME credits through participation in the clinical education activities offered by your center.

5. Evaluation (2-4 pages)

Maximum Score: 10 points

- a. Describe how you will determine that your program meets the needs of the target audience.
- b. Describe how you will determine that the objectives and goals of the clinical education program have been achieved and effective, and that services have been provided in a timely fashion.
- c. Describe how you will develop your Quality Management program and your plans for implementing quality improvement for your clinical education center.

6. Budget

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5). All costs must be directly related to the provision of clinical education and should be projected based on a 12-month period, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted as a narrative on the form provided (not included in the page limitations). For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. This funding cannot supplant funding currently available for existing staff activities. Administrative overhead costs are limited to a maximum of 10% of total direct costs.

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

- i. A description of how your educational strategy is responsive to the changing clinical education needs of providers and will facilitate the integration of information into clinical practice.
 - ii. A description of how you will integrate new and emerging clinical information into your educational programs, including the AIDS Institute HIV Clinical Guidelines.
 - iii. A description of how you will develop and implement your curriculum for a health center. Include how and what types of clinical support, consultation, and clinical referral resources will be provided.
 - iv. A description of the role of the CEI Medical Director in the design, delivery, and evaluation of the clinical education curriculum for health centers and providers. Include a discussion of the Medical Director's expertise on the topics to be covered by the center.
- f. Describe how faculty will be selected as clinical educators for your program. Indicate how it will be determined that materials and content of presentations by faculty are consistent with the current standard of clinical practice and with AIDS Institute HIV Clinical Guidelines.
 - g. Describe your plans for establishing and maintaining collaborative relationships with other clinical education providers, professional associations, and state-wide HIV/AIDS planning committees. Describe how these groups will impact the clinical education activities that you provide to trainees and health centers throughout the state.
 - h. *As an attachment*, Letters of Agreement from organizations indicating a willingness to collaborate and/or participate in the clinical education activities of your center should accompany the application. Specifically, letters from the NYS Office of Mental Health, the NYC Department of Health and Mental Hygiene Division of Mental Hygiene, and the NY/NJ AETC Mental Health Regional Resource Center should be included.
 - i. Describe how you will offer CME credits through participation in the clinical education activities offered by your center.

5. Evaluation (2-4 pages)

Maximum Score: 10 points

- a. Describe how you will determine that your program meets the needs of the target audience.
- b. Describe how you will determine that the objectives and goals of the clinical education program have been achieved and effective, and that services have been provided in a timely fashion.
- c. Describe how you will develop your Quality Management program and your plans for implementing quality improvement for your clinical education center.

6. Budget

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5). All costs must be directly related to the provision of clinical education and should be projected based on a 12-month period, as well as be consistent with the scope of services, reasonable and

- responsibility of JHU HIV Guidelines staff, describe how you will coordinate the management of content, function and design of the CEI subsection with JHU.
- d. Describe the types of media you plan to develop for the website: be sure to include webcasts and lecture slide sets. In addition, please include:
- i. A description of how each of these modalities will be used by providers and how they will impact clinicians' HIV/AIDS patient management skills.
 - ii. A description of the process for developing and producing an educational module for each type of media you plan to use, including how it will be prepared for posting on the website.
 - ii. A description of how you will integrate new and emerging clinical information into the website and its components, including the AIDS Institute HIV Clinical Guidelines.
 - iii. A description of the role of the Administrative Director in the design, delivery and evaluation of multi-media clinical education materials for the internet. Include a discussion of the Director's administrative experience and background in web design and multimedia, as well as his/her ability to access qualified medical and clinical expertise as needed.
- e. Describe how you will promote the materials and content of the CEI site to providers across the state. Include your plan for outreach and marketing.
- f. Describe the process you will use to prioritize content areas for the development of educational materials. Describe how you will select educational programs to be transformed into video or audio files for the website, and how you will select faculty to author materials. Indicate how you will routinely evaluate and update materials on the website and ensure consistency with current standards of clinical practice and AIDS Institute HIV Clinical Guidelines.
- g. Describe your plans for establishing and maintaining collaborative relationships with the other CEI centers in facilitating the development of materials for the website. Describe the role that other clinical education providers, professional associations, and state-wide HIV/AIDS planning groups might play in the development of your web-based program.
- h. *As an attachment*, Letters of Agreement from organizations indicating a willingness to collaborate in the clinical education activities of your center should accompany the application. Specifically, a letter from the Johns Hopkins University HIV Clinical Guidelines Project should be included.
- i. Describe how you will offer CME credits through participation in the clinical education activities offered by your center.

5. Evaluation (2-4 pages)

Maximum Score: 10 points

- a. Describe how you will determine that your program meets the needs of the target audience.
- b. Describe how you will determine that the objectives and goals of the clinical education program have been achieved and effective, and that services have been provided in a timely fashion.

- c. Describe how you will develop your Quality Management program and your plans for implementing quality improvement for your clinical education center.

6. Budget

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5). All costs must be directly related to the provision of clinical education and should be projected based on a 12-month period, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted as a narrative on the form provided (not included in the page limitations). For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. This funding cannot supplant funding currently available for existing staff activities. Administrative overhead costs are limited to a maximum of 10% of total direct costs.

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

Applicants for Center F (Resource, Referral and Evaluation):

1. Program Summary (1 page or less)

Not Scored

Summarize your proposed program in one page or less, including your objectives to meet the stated goals of this initiative.

2. Agency Description and Mission (1-2 pages) Maximum Score: 10 points

- a. Describe your agency and its mission. Include the organizational structure of your HIV program and scope of services offered.
- b. Describe your agency's experience providing HIV care. Include the approximate number of patients served during the last full calendar year, differentiating between acute and ambulatory care. *This experience may not be applicable to non-profit organizations applying for this center. Such organizations should describe their experience relating to: HIV services, clinical education/trainings, coordination, and/or evaluation.*
- c. Describe HIV clinical education activities currently provided by your agency.

3. Statement of Need (1-3 pages)

Maximum Score: 10 points

- a. Describe the need for a centralized source of information about HIV clinical education opportunities throughout New York State. Include a description of the current clinical education and training resources available and a discussion of how providers access these resources.
- b. Discuss the importance of developing a program evaluation strategy for the Clinical Education Initiative and describe the potential impact on CEI programs and operations.

4. Program Activities (12-15 pages)

Maximum Score: 50 points

- a. Describe the organizational structure of your proposed program, including program staff. Staff, their responsibilities, and percent of effort for each responsibility should be listed on the form in Attachment 4. Include the curriculum vitae of all program staff *as an attachment*.
- b. Describe how you will serve as a resource and referral center for HIV providers throughout the state and how you will respond to requests for information and trainings. Discuss the challenges you expect to face and how you will approach them. Describe the role of program staff in implementing your program. *As an attachment (1 page or less)*, include a timeline that delineates when you expect to accomplish your program goals.
- c. Describe how you will work with a health center to develop an agency-based education plan. Include a discussion of the methods you will use to assess each agency's educational needs and the process for implementation and follow-up.
- d. Describe your plan for outreach and marketing to community-based providers throughout the state. Describe how you will contact providers and solicit referrals on an ongoing basis.
- e. Describe how you will coordinate with other agencies to develop and maintain an updated, comprehensive database of all HIV clinical education resources in New York State; specifically address how you will work with the other CEI centers and the NY/NJ AETC. Include a list of HIV educational organizations, and provide contact information and the types of trainings offered by each organization. Describe how you will develop a HIV clinical education resource guide for print and distribution.
- f. *As an attachment*, Letters of Agreement from organizations indicating a willingness to collaborate and/or participate in the clinical education activities of your center should accompany the application. Specifically, letters from the NY/NJ AETC and HIV professional organizations, such as the International AIDS Society-USA, Infectious Disease Society of America (IDSA), Physicians Research Network (PRN), and the HIV Medical Association (HIVMA) should be included.
- g. Describe how you will create the phone and email referral lines and delineate the process by which requests will be handled.
- h. Describe the overall framework you will use to conduct the CEI program evaluation. Please include:
 - i. A description of the methods (quantitative and/or qualitative) you will use to assess the impact and outcomes for the CEI programs;
 - ii. A discussion of measures you will use to monitor and evaluate program activities for each CEI Center;
 - iii. A discussion of how you will involve the CEI centers in the evaluation process;
 - iv. A description of how you will collect data and review the quality of data submitted by each of the CEI centers;
 - v. A description of the process for analyzing and interpreting the data; and

vi. A description of how the CEI program database should be created to reflect your evaluation plan.

5. Evaluation (2-4 pages)

Maximum Score: 10 points

- a. Describe how you will determine that your program meets the needs of the target audience.
- b. Describe how you will determine that the objectives and goals of the clinical education program have been achieved and effective, and that services have been provided in a timely fashion.
- c. Describe how you will develop your Quality Management program and your plans for implementing quality improvement for your clinical education center.

6. Budget

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5). All costs must be directly related to the provision of clinical education and should be projected based on a 12-month period, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted as a narrative on the form provided (not included in the page limitations). For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. This funding cannot supplant funding currently available for existing staff activities. Administrative overhead costs are limited to a maximum of 10% of total direct costs.

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

VII-C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each section. A panel convened by the AIDS Institute will conduct a review of applications from eligible applicants. The reviewers will consider the following factors: (1) clarity of the applications; (2) responsiveness to the Request for Applications; (3) agency capacity; (4) demonstration of a sound clinical education training plan; (5) the applicant agency's access to the target audience; (6) the comprehensiveness of program design; (7) the appropriateness of the evaluation strategy; and (8) justification for costs included in the budget.

The application with the highest acceptable score for each Center will receive the award. In the event that one application for each Center does not meet an acceptable scoring threshold, the AIDS Institute reserves the option of funding the highest scoring applicant for each Center contingent upon modifications to the application as agreed upon by the AIDS Institute and the applicant.

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

A visit to the prospective awardee's service site may be appropriate in cases in which the agency and its facilities are not familiar to the AIDS Institute. The purpose of such a visit would be to verify that the agency has appropriate facilities to carry out the work plan it described in its application for funding.

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 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 NYSDOH 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 three months from the contract award date.

VIII. Additional Required Documents/Attachments

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

- () Application Cover Sheet (Attachment 2)
- () Letter of Commitment
- () Letters of Commitment from any subcontracted organizations
- () Staff Form (Attachment 4)
- () Budget Forms (Attachment 5)
- () Budget Justification Narrative
- () Vendor Responsibility Questionnaire (Attachment 6) (if you choose not to complete on-line)
- () Vendor Responsibility Attestation (Attachment 7)
- () Application Checklist (Attachment 9)
- () Curriculum vitae for all program staff
- () Timeline for program implementation and clinical education activities
- () Letters of Agreement from collaborating organizations
- () Policy and Procedure for management of CEI-Line calls (Center A only)
- () Policy and Procedure for management of PEP calls (Center B only)

Attachment 1

**SAMPLE
Letter of Interest**

Eunmee Chun, MD
Office of the Medical Director
New York State Department of Health AIDS Institute
90 Church Street, 13th Floor
New York, NY 10007

RFA#07-0004
Clinical Education Initiative

Dear Dr. Chun:

This letter is to indicate our interest in the (Specify Center) of 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

Attachment 2

**APPLICATION COVER SHEET
HIV CLINICAL EDUCATION INITIATIVE
RFA #07-0004/FAU #0710100809**

Organization Name*: _____

Contact Person (print or type): _____

Contact Person signature: _____

Title: _____

Address: _____

County/Borough: _____

Provider Type: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Center Applied For: _____

Total Funding Requested From the AIDS Institute: _____

***If applicant name differs from contracting organization, please briefly explain relationship:**

Attachment 3

**SAMPLE
Letter of Commitment from the Executive Director or Chief Executive
Officer and Board of Directors**

Eunmee Chun, MD
Office of the Medical Director
New York State Department of Health AIDS Institute
90 Church Street, 13th Floor
New York, NY 10007

Dear Dr. Chun:

This letter certifies that I have reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for the Clinical Education Initiative.

I am committed to ensuring that the proposed Clinical Education Initiative 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.

Attachment 4

CEI PROGRAM STAFF

Job Title:

% Effort:

Description of Responsibilities:

Job Title:

% Effort:

Description of Responsibilities:

Job Title:

% Effort:

Description of Responsibilities:

Job Title:

% Effort:

Description of Responsibilities:

Job Title:

% Effort:

Description of Responsibilities:

Attachment 5

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

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	Third Party Revenue*
(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

NO

Approved Rate (%) : _____
 Amount Requested (\$) : _____
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.

Title:
Contract Duties:

Subcontracts/Consultants

Contractor:
 Contract Period:
 Federal ID #:

<u>Agency/Name</u>	<u>Description of Services</u>	<u>Amount</u>
<p>SUBCONTRACTS/CONSULTANTS : Provide a listing of all subcontracts, including consultant contracts, a description of the services to be provided and an estimate of the hours worked and rate per hour, if applicable. If the subcontractor/consultant has not been selected, please indicate "TBA" in Agency/Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Line item budgets and workscopes must be submitted for each subcontractor/consultant budget over \$10,000.</p>		
Total :		

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]

Attachment 6

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.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name		EIN		
Address of the Principal Place of Business/Executive Office		Phone Number	Fax Number	
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:		Phone Number	Fax Number	
Title		Email		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States State _____	
<input type="checkbox"/> Other Country _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select 'not required' if the Business Entity is a General Partnership.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If "No" explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered.	
1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

1.5 Does the Business Entity have an active Charities Registration Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____		
If Exempt/Explain: _____		
If an application is pending, enter date of application: _____		Attach a copy of the application
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____		
1.7 Is the Business Entity's principal place of business/Executive Office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', does the Business Entity maintain an office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.		
1.8 Is the Business Entity's principal place of business/executive office:		
<input type="checkbox"/> Owned		
<input type="checkbox"/> Rented Landlord Name (if 'rented') _____		
<input type="checkbox"/> Other Provide explanation (if 'other') _____		
Is space shared with another Business Entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____		
Address _____		
City _____	State _____	Zip Code _____ Country _____
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.		
Name _____	Title _____	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.		
Name _____	Title _____	

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no proceed to section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name _____	Affiliate EIN (If available) _____	Affiliate's Primary Business Activity _____
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name _____	Position/Title with Affiliate _____	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? ? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.4 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.	
Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed". Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes", did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes No

Indicate the question number(s) and explain the basis for your claim.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

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 or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and 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.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

Notary Public

Attachment 7

Vendor Responsibility Attestation

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT 8

STANDARD GRANT CONTRACT WITH APPENDICES

STANDARD GRANT CONTRACT WITH APPENDICES

STATE

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, licensor, licensee, lessor, lessee or any other party):

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (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 warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the 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, AESOB, Albany, New York 12236.

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

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

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be 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

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
<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 11/06)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

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

the applicable principles in "a" above.

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

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

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

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

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

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

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not

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

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

3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all 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. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
14. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2

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 of a complete and accurate audit of 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

1. Payment and Reporting Terms and Conditions

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

- ① the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ① if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

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

- ① the end of the first monthly/quarterly period of this AGREEMENT; or
- ① if this contract is wholly or partially supported by federal funds, availability of the federal funds:

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

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

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report

analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

APPENDIX 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.

<p>El establecimiento o la persona que divulgue la información debe completar el recuadro que se encuentra a continuación:</p> <p>Nombre y dirección del establecimiento o profesional que divulga la información médica o relativa al VIH:</p> <p>_____</p> <p>Nombre de la persona cuya información será divulgada: _____</p> <p>Nombre y dirección de la persona que firma este formulario (si difiere de la persona mencionada anteriormente):</p> <p>_____</p> <p>Relación con la persona cuya información será divulgada: _____</p> <p>Describa la información que se ha de divulgar: _____</p> <p>Motivo de la divulgación: _____</p> <p>Período durante el cual se autoriza la divulgación de la información Desde: _____ Hasta: _____</p> <p>Una vez que la información ha sido divulgada, la autorización no podrá ser revocada. Excepciones adicionales al derecho de revocar una autorización, de existir: _____</p> <p>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):</p> <p>_____</p>
<p>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.</p> <p>Firma _____ Fecha _____</p>

*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 (MFAA)**

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 (LRPSM)**

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 _____

Attachment 9

APPLICATION CHECKLIST Clinical Education RFA #07-0004

Please submit one original and X copies of your application. Your submission should include this checklist and the items listed below.

- Application Cover Sheet (Attachment 2)
- Letter of Commitment from an individual authorized to sign for the agency
- Staff Form (Attachment 4)
- Budget Forms (Attachment 5)
- Budget Justification Narrative
- Letters of Agreement from collaborating organizations
- Vendor Responsibility Questionnaire (Attachment 6)
- Curriculum vitae for all program staff
- Timeline for program implementation and clinical education activities
- Policy and Procedure for management of PEP calls (Center A only)
- Policy and Procedure for management of CEI-Line calls (Center D only)
- Program/curriculum implementation narrative (Centers A, B, C, D)
- Description of media production and development (Center E only)

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

- Application Narrative:
 1. Program Summary
 2. Statement of Need
 3. Program Activities
 4. Evaluation

Attachment 10

LIST OF UPSTATE COUNTIES (outside of New York City and Long Island)

Albany County	Oneida County
Allegany County	Onondaga County
Broome County	Ontario County
Cattaraugus County	Orange County
Cayuga County	Orleans County
Chautauqua County	Oswego County
Chemung County	Otsego County
Chenango County	Putnam County
Clinton County	Rensselaer County
Columbia County	<i>Rockland County*</i>
Cortland County	Saratoga County
Delaware County	Schenectady County
Dutchess County	Schoharie County
Erie County	Schuyler County
Essex County	Seneca County
Franklin County	St. Lawrence County
Fulton County	Steuben County
Genesee County	Sullivan County
Greene County	Tioga County
Hamilton County	Tompkins County
Herkimer County	Ulster County
Jefferson County	Warren County
Lewis County	Washington County
Livingston County	Wayne County
Madison County	<i>Westchester County*</i>
Monroe County	Wyoming County
Montgomery County	Yates County
Niagara County	

***Note:** Applications from providers in these counties are eligible to apply for the Clinical Education for Upstate Providers Center (A). However, Rockland and Westchester Counties will *not* be targeted for clinical education provided by the Clinical Education for Upstate Providers Center unless a need is identified through consultation with the Resource, Referral and Evaluation Center (F).