Request for Applications

New York State Department of Health
Center for Community Health
Division of Family Health
Bureau of Maternal and Child Health

TARGETED COMPREHENSIVE FAMILY PLANNING & REPRODUCTIVE HEALTH CARE SERVICES in UN-SERVED/UNDERSERVED AREAS

RFA #1106290206

RFA Release Date: August 17, 2011

Letter of Intent: August 31, 2011

Registration Applicant Conference: August 31, 2011

Questions Due: August 31, 2011

Applicant Conference: September 8, 2011

RFA Updates Posted on or about: September 15, 2011

Applications Due: September 30, 2011- 4:30 PM

DOH Contact Name & Address:

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I. INTRODUCTION

The New York State Department of Health (NYSDOH) is seeking applicants in specific un-served/underserved areas of New York State to provide comprehensive family planning and reproductive health care services to people with disabilities, low income, uninsured and underinsured women, men and adolescents. A recent competitive procurement for the Family Planning Program (Comprehensive Family Planning and Reproductive Health Care Services RFA # 0909151050) was completed and specific areas in New York State remain un-served/underserved. The areas are located in the following Family Planning Service Areas (FPSAs): FPSA 1-2 Cattaraugus County, and FPSA 5-9 serving New York County. This targeted RFA seeks to provide funding for additional family planning programs to serve these areas. Applicants must have an existing clinic located in the specific targeted zip codes or county listed in Attachment 2.1 in order to apply for this funding.

A. **Mission**

The mission of the New York State Comprehensive Family Planning and Reproductive Health Care Services Program (hereinafter known as the Family Planning Program) is to provide individuals with the information and means to exercise personal choice in determining the number and spacing of their children by ensuring access to affordable and high quality family planning services. Through a network of family planning provider agencies, the Family Planning Program strives to empower low income, uninsured and underinsured women and their families to avoid unintended pregnancy and improve birth spacing.

B. Background

New York State's comprehensive family planning program is funded by a combination of federal and state funding, including federal Title X Family Planning funding authorized by the Family Planning Services and Population Research Act of 1970. New York's Family Planning Program offers accessible family planning services in accordance with New York State family planning standards, current professional practice standards and Title X Core Program Activities and Guidelines. The program provides comprehensive reproductive health care to low income individuals with a focus on preventing unintended pregnancy.

Unintended pregnancy is a serious problem in New York State and in the nation with serious consequences from a public health, social, and economic perspective. According to 2006 PRAMS Survey Data, 35.9%[1] of new mothers in NYC, and 37.4%[2] of mothers in the rest of the state reported their pregnancies as unwanted or mistimed. These statistics place New York's rates of *intended* pregnancies below Healthy People 2020 intended pregnancy objective of 70% for women giving birth. Of New York women with unintended pregnancies who delivered live born infants, 67% reported that they

[1] NYC 2006 PRAMS Survey Data. Pregnancy Risk Assessment and Monitoring System (PRAMS) is administered by the Centers for Disease Control and is an ongoing state-specific surveillance system of maternal behaviors and experiences before pregnancy.
[2] NYS 2007 PRAMS survey data excludes NYC

were not using contraceptive methods when they became pregnant. Consistent with national data, significant health disparities exist in NYS with 62.7% of women under the age of 20; 59% of unmarried women; 60% of African American women; 59% of women receiving Medicaid benefits, and 46% of women with less than high school educations reporting that their pregnancies were unintended.[3]

Adolescent pregnancy is an area where considerable health disparities exist. Among African American and Hispanic teens in the 15-19 age group, pregnancy rates are double that of White teens. The White teen pregnancy rate was 42.9 per 1,000 white adolescents, less than half the rate for Black (104.2) and Hispanic (107.6) adolescents.[4]

The provision of comprehensive family planning services remains one of the most effective ways to prevent unintended pregnancies. To decrease unintended pregnancies, family planning programs increasingly need to focus their attention and resources upon those groups more likely to experience unintended pregnancies by increasing access to services and more effective methods of contraception. Effective family planning providers identify and address issues which create barriers to access to contraception by providing short waiting time for appointments; developing sliding fee schedules that promote access; providing assistance in enrolling clients in public health insurance programs; offering flexible and extended hours of operation; and, providing culturally competent care.

Family planning providers also need to identify and address personal belief systems that may negatively impact contraception use and misconceptions about contraception and their side effects. To reduce unintended pregnancies, providers need to develop counseling approaches for clients and partners that address barriers to contraceptive use. Delivery systems, counseling and other behavior change strategies should be responsive to the knowledge, attitudes, behaviors and cultures of groups at highest risk of unintended pregnancy.

Target Population, Communities and Services

The target populations for comprehensive family planning and reproductive health care services are low income, uninsured or underinsured women, women of racial and ethnic minority groups, adolescents and men who are in need of family planning services. The New York State Family Planning Program is placing a priority on providing family planning and health education and prevention services, client counseling, and community education to low income women of all ages at highest risk of unintended pregnancies and poor birth outcomes as defined above. Consideration should be given to serving high need, underserved populations, such as, adolescents, disconnected youth, including those in the foster care system, males, underserved immigrant populations, cultural or linguistic minorities, substance abusers and other traditionally underserved populations. Services should be accessible to individuals with disabilities.

[3] NYS 2007 PRAMS survey data excludes NYC.
[4] NYSDOH Vital Statistics.

Applicants will apply to provide comprehensive family planning and reproductive health services in the targeted un-served/underserved Family Planning Service Areas (FPSAs) provided in **Attachment 2.1,** FPSAs are comprised of counties, and/or specific ZIP codes. Within FPSA 5-9 for which a ZIP code is specified, applicants must locate the proposed clinic in that ZIP code. Within FPSA 1-2 for which ZIP codes are not specified, applicants are encouraged to locate clinics in areas accessible to clients located in high need target ZIP codes identified in **Attachment 2.2**.

Additional detail is provided in the next section below.

C. Description of Program

The New York State Department of Health, Bureau of Maternal and Child Health is issuing this Request for Applications (RFA) to announce the availability of funds for the provision of comprehensive family planning services in specific targeted areas that remain un-served/underserved. Subject to the availability of funds, it is anticipated that approximately, **$914,370** may be allocated for the initial contract period for 2 awards made as a result of this RFA in defined Family Planning Service Areas (FPSAs). The initial contract period is anticipated to be the twelve month period of January 1, 2012 through December 31, 2012. Up to approximately **$914,370** of these funds may be renewed annually for an additional 3 year period contingent upon satisfactory performance, availability of funding and approval of annual work plans and budgets.

Family planning services supported in this RFA need to be in accordance with Section II B.2., below, and with Attachment 1.1.

II. COMPREHENSIVE FAMILY PLANNING AND REPRODUCTIVE HEALTH SERVICES

A. Who May Apply

Minimum Eligibility Requirements

Governmental and not-for-profit providers are eligible to apply for funding, if they meet the criteria below:

- Medical care facilities certified through Article 28 of the Public Health Law, including Article 28 facilities with grant funding under Section 330 of the Public Health Act, are eligible to apply for family planning funding.

- Applicants must have an existing clinic located in the specific targeted zip codes or county listed in Attachment 2.1 in order to be eligible to apply for this funding.

Note: Applications from facilities/entities that do not meet this minimum requirement will not be reviewed.

Preferred Eligibility Requirements

Preference will be given to applicants who:

- Demonstrate expertise in the administration of a comprehensive family planning and reproductive health program, including compliance with federal Title X guidelines.

- Demonstrate an effective plan to target services to residents of high need ZIP code areas and/or rural areas to ensure the provision of services to high need populations in communities with few other family planning resources.

- Demonstrate the ability to meet reproductive health needs of the low income, uninsured and underinsured population in the proposed service area, including conducting education and outreach with the priority populations.

- Demonstrate the ability to engage low income, racial/ethnic minority groups or special populations with an understanding of the health disparities or risk factors experienced by the target population.

- Demonstrate the ability to build relationships and collaborate with other community organizations and health care providers to address reproductive health issues in the community.

B. Scope of Work and Program Requirements

1. To provide services under the New York State Family Planning Program contract, the applicant's operating certificate must include the provision of family planning services. **Applicants** who do not have the family planning designation on the facility operating certificate **will be disqualified.**

2. Expected Activities and Services for all applicants.

The sections a – e below <u>summarize</u> the expected services for all Family Planning programs. Refer to Attachment 1.1 for a <u>complete description</u> of the expected elements.

a. Address disparities in health outcomes experienced by people with disabilities, members of low income populations, racial and ethnic minority groups, and other groups at high risk for unintended pregnancy. Successful applicants will be expected to engage individuals of low income, racial/ethnic minority groups, people with disabilities and adolescents to understand the particular health disparities or risk factors experienced by these groups, and implement strategies and activities to reduce or eliminate the disparities. This includes assuring services be developed and culturally sensitive to meet the needs of Lesbian, Gay, Bisexual and Transgender (LGBT) individuals which includes persons with same sex partners but who do not necessarily identify as gay or lesbian. LGBT individuals may have different reproductive health care needs and

goals than heterosexual women and men. Applicants will be expected to monitor their progress in serving these populations with outcome measures included in annual work plans that will be utilized to measure progress in achieving program goals and objectives.

b. **Applicants will be expected to demonstrate that they have board members who are representative of the populations they serve** to assist with designing services that consider the geographic, cultural, and economic barriers that affect access to services for the target population.

c. **Provide outreach, education and counseling services** including: community information and public education related to various aspects of reproductive health; methods to attract and maintain new clients, with special emphasis on high risk populations that include racial, ethnic and sexual minorities and persons with disabilities. Incorporate best practices or evidence based approaches, where feasible, for outreach and education to reach adolescents including the use of technology, the use of approaches that meet young people's developmental needs, and the use of a positive, holistic approach to education and clinical services. Individual client education and counseling services and promotion of client enrollment and participation in public insurance programs should also be an educational focus.

d. **Provide high quality comprehensive family planning and reproductive health care services to low income adolescents and adults in compliance with New York State Family Planning, Title X guidelines and current nationally recognized standards of care.** Agencies funded by this RFA must provide clinical, informational, educational, and referral services to all clients. Applicants will offer a broad range of acceptable and effective medically approved family planning methods and services either on site or by referral. Funded programs must ensure the availability and encourage the use of the most effective FDA-approved contraceptive methods for the clients **in accordance with Title X guidelines**, including non-directive counseling for pregnant clients. Funded programs must also comply with New York State requirements for certification under Article 28 of New York State Public Health Law. Note that in some areas, the Title X guidelines are more comprehensive than Article 28 requirements for family planning services.

Title X guidelines and Program Instruction Series from the Department of Health and Human Services, Office of Population Affairs (OPA), are available at:

http://www.hhs.gov/opa/familyplanning/toolsdocs/2001_ofp_guidelines.pdf

http://www.hhs.gov/opa/familyplanning/toolsdocs/opa09_01.pdf.pdf

Screening, testing and treatment for Sexually Transmitted Infections (STIs), HIV counseling and testing, and breast and cervical cancer screening should be provided in accordance with nationally recognized standards of care, recommendations, and/or practice standards. Preconception counseling should be provided for clients who may desire pregnancy in the future. (See Attachment 1.1 for specific requirements)

The above services should be provided free of charge to clients with incomes below 100% of the Federal Poverty Level (FPL) and on a sliding fee scale for clients with incomes between 101% and 250% of the FPL.

e. **Maintain a continuous quality improvement system.** A continuous quality improvement (CQI) system must be in place for funded programs to provide ongoing evaluation of project personnel and services.

Additional Elements:

Applicants requesting funding, will propose to provide comprehensive family planning and reproductive health care services, as defined in 2(a)-(e) above, in one of **2 defined targeted high-need un-served/underserved Family Planning Service Areas (FPSAs).** A list of these defined FPSAs is provided in **Attachment 2.1.**

In order to request funding to serve a given FPSA, applicants must have an existing clinic within the defined geographical units (i.e. county or ZIP code) of that FPSA. The projected combined client volume from all proposed clinic site(s) within that FPSA must be greater than or equal to the minimum client volume established for that FPSA in Attachment 2.1.

For FPSAs, for which no specific ZIP codes are listed, applicants are strongly encouraged to locate clinics in geographic area(s) within the FPSA that are accessible to populations with highest need for family planning services. A list of high need target ZIP codes are provided in Attachment 2.2 to assist applicants in identifying areas with a high need for family planning services.

Awards will support direct core services and other program requirements to established clinic sites physically located in the specified FPSAs.

3. Performance

If funded, the applicant agrees to participate in the New York State Family Planning Program quality improvement activities. The Department anticipates drawing on the expertise of New York State's funded family planning providers in the selection and development of performance measures. The Department will make use of data reported to the New York State Family Planning Program to compare providers to their peers using statewide data and other quality benchmarks. Performance

measures may be changed and modified over time as the Department and providers employ new approaches. Funded programs will be required to submit an outcome measure based annual work plan that will be utilized to identify Quality Improvement/Quality Assurance (QI/QA) goals for funded projects. The Department may reduce or eliminate funding for providers who continue to demonstrate poor performance.

4. Reporting Requirements

If funded, the applicant organization agrees to participate in the Family Planning Program Data Management and Information System and submit all reports required by the Bureau of Maternal and Child Health on a timely basis. (See Attachment 1.1 Core Program Activities and Services for a detailed list of current program requirements.)

C. Selection and Award Methodologies

Core Family Planning Services – Maintaining Current Service Capacity

A subtotal of approximately **$914,370** in funding will be available to support **Comprehensive Family Planning and Reproductive Health Care Services** within defined FPSAs for the initial 12-month contract period and annually for an additional 3-year period. Awardees will be selected and funding will be allocated using the following process:

- Applications will be reviewed and rated using a scoring tool comprised of standardized criteria reflecting all necessary items as described in the RFA.
- For each FPSA defined in Attachment 2.1, all eligible applicants proposing to serve that FPSA will be identified and ranked in order from highest to lowest score.
- The highest scoring applicant that proposes to provide services to each FPSA in accordance with the requirements specified in Section II, B of this RFA will be awarded funding for that FPSA.
- As noted in Attachment 2.1, a maximum award has been established for each FPSA. Applicants may request up to the maximum award established for each FPSA they propose to serve.
- Successful applicants' proposed budgets will be reviewed and any unallowable expenses will be removed, including costs for which other funding sources are available. The resulting award will be the allowable amount requested, or the maximum award established for that FPSA, whichever is lower.

It is recognized that needs for services in some areas may change over the course of the 4-year funding cycle due to shifts in client demographics, health systems, or other factors. With DOH approval, providers awarded funding under this RFA may propose to make changes to their program, which may include closing, relocating and/or consolidating clinic locations to meet changing needs of service areas.

III. APPLICATION CONTENT

Completed applications should include the following sections in the following order. All sections in the application should be labeled to correspond to the numbers presented below. Be specific and complete in your responses. Do not leave any element blank. If appropriate, indicate if the element is not relevant to your agency or application. Please refer to the Grant Application Checklist (Attachment 2.3).

Applications need to include the following:

1. Cover letter

2. Cover sheet
Attachment **2.4a** should be the coversheet of the application. The cover sheet will be signed by your agency's chief executive officer and affirm the agency's commitment to implementing the proposed program, including assurances that staff will be qualified, appropriately trained, and that the provider will have available sufficient in-house resources. Indicate the amount of funding you are requesting. The cover sheet will not count toward the page limit.

Include the number of the FPSA(s) for which funding is requested, the specific location of each proposed clinic site within each FPSA (including address with ZIP code and county), the total project client volume for each proposed clinic site and resulting total projected client volume for the FPSA, and the total funding requested for provision of services in that FPSA.

3. Executive Summary — LIMIT 2 Pages —

Give a brief overview of the services you plan to provide, including a description of the purpose of the program, the target population(s) and estimated numbers to be served in the first year, the FPSA and/or ZIP codes to be served and the needs/barriers to accessing services.

The cover letter, cover sheet and executive summary are not scored, but are essential pieces of your application.

A. Comprehensive Family Planning and Reproductive Health

Applicants requesting funding should include the following sections 1-6 listed below.

1. Experience and Organizational Capability — LIMIT 6 Pages —
Maximum 30 points

a. Describe your agency in general, and in particular, your experience and ability to provide quality comprehensive family planning services in accordance with the requirements outlined in Attachment 1.1.

b. Describe the organizational structure and the relationship between the governing board, program director, and staff. An organizational chart needs to be provided as an attachment. Provide the names, titles, resumes and proposed responsibilities of key staff such as the program director, medical director, supervisor(s), and clinical staff. Describe how key staff contributes to the success of this project.

c. Describe the respective roles of the board, project director, and staff in the program operations, and in relationship to the budget planning process and in evaluation of agency goals and objectives. Applicants will be expected to demonstrate that they have board members who are representative of the populations they serve to assist with designing services that consider the geographic, cultural, and economic barriers that affect access to services for the target population.

d. Describe the ability of your organization to meet the needs of low income, racial/ethnic minorities and to address the health disparities experienced by these populations. Describe how your geographic location, staff and services meet the needs of populations most in need in the communities your agency serves.

2. Statement of Need — LIMIT 6 Pages — Maximum 15 points

a. Provide a demographic description of the service area you propose to serve, clearly indicate the FPSA(s) you propose to serve, including any specific ZIP code(s) within the selected FPSA. Describe the population and relevant statistics indicative of needs within the target community. Describe the method by which you determined the need in the target area, and identify high risk populations to be served and services to be delivered.

b. Describe number of clients served annually and your agency's current family planning population, including demographics, racial/ethnic configuration, location, socio-economic status, insurance status, etc. If not a current provider, project numbers of clients realistically expected to be served and a timeline for start up.

c. Describe the problems that women, men and adolescents you propose to serve experience in accessing family planning services. Describe the needs of the low income and racial/ethnic minority group(s) you propose to serve, elaborating on the particular health disparities or risk factors experienced by the group targeted.

d. Identify other providers offering family planning and reproductive health services in your target area and describe how your programming will address needs that are not met by these existing providers. Include existing services, community resources and potential community partners in the target area, and how you

propose to work collaboratively with these groups to better meet the needs of the targeted population.

3. Project Narrative — LIMIT 10 Pages — Maximum 20 points

Project Narrative summarizes goals and objective developed in Work Plan Worksheets (Attachment 2.5)

a. Briefly describe the program design including location of clinical service sites, the proposed staffing, anticipated outcomes, the rationale behind the location, the types of outreach to be utilized, and a description of a plan to address health disparities. Please include the amount requested to fund proposed clinic site, the proposed staffing and anticipated outcomes. In addition, include the FPSA you propose to serve.

b. Describe how your program design, service delivery model, staffing, counseling, education, community outreach activities and other program features will address all identified family planning program requirements (Attachment **1.1**) including how they will be used to accomplish the goals and objectives in the work plan you have developed.

c. Describe how your agency seeks to eliminate/reduce the health disparities experienced by low income, racial/ethnic minority group(s) in the target community.

d. Describe how you will assure that your agency will obtain reimbursement for family planning services from other payers such as Medicaid, Medicaid managed care plans, Family Health Plus, Child Health Plus, Family Planning Benefit Program, Family Planning Extension Program, other third party payer or federal/state programs. Include a description of a plan to assist with enrollment in public insurance programs, such as MOUs with local social service districts for the Family Planning Benefit Program, and with enrollment in other public insurance programs. List your current contracts with Medicaid, Family Health Plus, and Child Health Plus health plans.

e. As part of this application, applicants need to submit completed attachment **Administrative Documents for Clinical Services** (Attachment **2.6**) to document ability to provide comprehensive clinical services.

Attachment 2.6 details the administrative forms related to the service delivery of Title X and New York State Family Planning Services and should be submitted as part of your application. Agencies who are awarded grant funds will subsequently be required to submit these administrative forms in Attachment 2.6 annually as part of their reapplication.

In addition, applicants should complete and submit Attachment **2.7** with their application. This attachment includes an Attestation and checklist of required Policy and Procedure forms and documents related to the service delivery of Title X and New York State Family Planning Services. Funded applicants will need to ensure that these policy and procedure documents are available to the Department for review upon request and during site monitoring visits. Applicants may be asked to submit Policies and Procedures to the Department during the grant award process or prior to implementation of the contract cycle. Agencies who are awarded grant funds will subsequently be required annually, as part of their reapplication, to certify that policies and procedures continue to be current.

4. Work Plan Worksheets —NO PAGE LIMIT—

Maximum 10 points

Complete the attached work plan worksheets in accordance with the instructions and template in Attachment **2.5**. The work plan work sheets should describe the objectives and activities necessary to meet the program goals in the first eighteen months of the grant (January 1, 2012 – December 31, 2012). **Please note that successful applicants may be asked to modify work plans prior to initiation of the contract to address issues identified during the review process.**

5. Program Performance/Evaluation — LIMIT 2 Pages —
Maximum 5 points

a. Describe your current program performance evaluation process. Describe where program performance/evaluation falls within your organization, and who is responsible for performance/evaluation, and their qualifications to oversee an evaluation/program performance.

b. Describe the means by which you determine, on an ongoing basis, if your methods of service delivery are effective, including if you are serving your target population especially the population at highest risk of unintended pregnancies and STI/HIV infection.

c. Describe how data is utilized to account for outcomes experienced by racial/ethnic minorities and the extent to which the project successfully reaches such individuals.

d. Describe how the outcome of your ongoing evaluation and state performance measures will be used to evaluate the program approved service delivery.

6. Budget Narrative — LIMIT 2 Pages — Budget Forms – No Page Limit
Maximum 20 points

Provide a budget narrative describing the overall cost effectiveness of the proposed program, including reasonableness or price based upon anticipated grant funds.

Include the projected cost per client and cost per visit.

Budget forms need to be completed by each applicant (Attachment **2.9**). The budget forms do not count toward the page limit for this section. Read all instructions provided (Attachment **2.8**) and complete the entire set of forms.

Applicants need to submit a 12 month budget assuming a January 1, 2012 start date. Funding for capital improvements is not allowable. The Department may modify the proposed budget based upon negotiations with the contractor to accommodate implementation requirements**.**

All costs will be related to the provision of family planning and reproductive health services; be consistent with the scope of services; and, be reasonable and cost effective. This funding may not supplant funds from other sources that are supporting current activities or existing staff. Funds can only be used to expand existing activities pursuant to this RFA, or continue existing activities and retain staff currently funded by NYSDOH Family Planning grant dollars.

Successful applicants will develop a cost allocation methodology for compliance with grant requirements regarding administration and allowable costs using the principles applicable to your organization as outlined in Attachment 5.3, Grant Contract (Standard), Appendix A-1 (Agency Specific Clauses for All Department of Health Contracts), (3)(a) Administrative Rules and Audits.

In providing family planning and reproductive health services, applicants agree to seek reimbursement from other funding sources first before using New York State family planning program funds. Other funding sources include: Medicaid, Medicaid managed care plans, Family Health Plus, Child Health Plus, Family Planning Benefit Program, Family Planning Extension Program, and other third party payer or federal/state programs. In the budget narrative, applicants will include all projected revenue generated by public insurance programs, and other state, local or federal grant sources (including any federal funding, e.g. direct Title X funds or Section 330 grants) not requested in this application. Private foundation grants should also be included. Grant funding awarded under this RFA may not be used to support services for which other funding sources are available. Applicants will describe how revenue and other funding sources will be used to offset the cost of this program. In determining award amounts for successful applicants, each applicant's proposed budget will be reviewed and any non-allowable expenses will be removed as needed, including any costs for which other funding sources are available.

Administrative costs should be in line item detail and should generally not exceed 10% of the amount requested from the state under the RFA. **Lump sum administrative costs or rates will not be considered.** If administrative costs exceed 10%, they should be substantially justified in order to be considered as potentially acceptable and fundable. Inclusion of administrative costs above 10% that are not substantially justified will result in reduction in points allotted to the budget section of the RFA. The Department may require a reduction in administrative costs for funded applicants if

costs are not justified. Refer to Attachment 2.8, Family Planning Program Budget Instructions, for further information.

Indirect costs, applied as a percentage to the budget, will not be allowed. Indirect costs are those that have been incurred for common or joint projects that benefit more than one cost objective (grant, program, or project) and cannot be readily identified or assigned to a particular cost objective.

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

IV. ADMINISTRATIVE REQUIREMENTS

A. Issuing Agency

This Request for Applications (RFA) is issued by the NYS Department of Health, Center for Community Health, Division of Family Health, Bureau of Maternal and Child Health. The Department is responsible for the requirements specified herein and for the evaluation of all applications. This RFA has been posted on the Department of Health's public website at: http/www.nyhealth.gov/funding/. Questions and answers, as well as any updates, will be posted on or about the date identified on the cover sheet of this RFA.

B. Letter of Interest

The submission of a Letter of Interest (Attachment **3.1**) is encouraged, but not mandatory. The Letter of Interest should be received by date posted on the cover sheet of this RFA, at the address shown in paragraph C below in order to automatically receive responses to written questions (including those questions raised at the applicant conference), official applicant conference minutes, and any updates/modifications to this RFA. Failure to submit a Letter of Interest will not preclude the submission of an application.

C. Question and Answer Phase and Applicant Conference

All substantive questions are to be submitted in writing to:

Deborah Joralemon, Family Planning Program
Bureau of Maternal and Child Health
Empire State Plaza, Corning Tower Building
Room 1805, Albany, New York 12237-0657
fprfa@health.state.ny.us

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the

submission of an application. Questions specific to the content and substance of the application will be addressed and answered at the applicant conference in a Q&A document that will be posted on the NYSDOH public website at: http/www.nyhealth.gov/funding/.

An Applicant Conference will be held for this project. This conference will be held via teleconference on the date posted on the cover sheet of this RFA. The Department requests that potential applicants register for the conference call by returning the attached form "Registration for Applicant Conference" (Attachment **3.2**) by the date posted on the cover sheet of this RFA. This will help the Department know the involved audience and ensure the availability of sufficient telephone lines for participants.

D. How to File an Application

Applications must be received at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.

Ms. Deborah Joralemon
Family Planning Program
Bureau of Maternal and Child Health
NYS Department of Health
Empire State Plaza, Corning Tower, Room 1805
Albany, NY 12237 – 0621

It is the applicant's responsibility to see that applications are complete and delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by an official carrier (e.g., U.S. Post Office, Federal Express, UPS etc.) may be considered only at the Department of Health's discretion.

Applicants need to submit **one** original, signed application and **six** (**6**) copies. The original should be in a binder, with all copies appropriately stapled or bound. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

E. The Department of Health Reserves the Right to

1. Reject any or all applications received in response to this RFA.

2. Withdraw the RFA at any time, at the Department's sole discretion.

3. Make an award under the RFA in whole or in part.

4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.

5. Seek clarifications and revisions of applications.

6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.

7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.

8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.

9. Change any of the scheduled dates.

10. Waive any requirements that are not material.

11. Award more than one contract resulting from this RFA.

12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.

13. Utilize any and all ideas submitted with the applications received.

14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.

15. Waive or modify minor irregularities in applications received after prior notification to the applicant.

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.

17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.

18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.

19. Award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

It is expected that contracts resulting from this RFA will have an initial contract period of January 1, 2012 through December 31, 2012. This contract may be renewed through a multi-year contract or annually for up to three years thereafter, contingent on provider performance and availability of funds.

G. Payment & Reporting Requirements of Grant Awardees

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

NYS Department of Health
Bureau of Maternal and Child Health
Administration Unit
ESP, Corning Tower, Room# 878
Albany, NY 12237-0657

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Reimbursement of expenses will be made on a quarterly basis. Contractors are required to voucher on a quarterly basis, with vouchers due 45 days after the end of the quarter (May 15, August 15, November 15, and February 15).

3. Successful applicants will be required to submit periodic reports as detailed in Attachment **1.1**, Expected Program Activities & Services and Evaluation and Reporting Requirements.

H. Vendor Responsibility Questionnaire

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

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 3.4).

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section VI.C.) 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 the contract by giving notice in writing of the fact and date of such termination to the Applicant.

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

J. Appendices

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

APPENDIX A - Standard Clauses for All New York State Contracts

APPENDIX A-1 Agency Specific Clauses

APPENDIX A-2 Program Specific Clauses

APPENDIX B - Budget

APPENDIX C - Payment and Reporting Schedule

APPENDIX D - Work plan

APPENDIX G - Notifications

APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/or Disability Benefits Insurance Coverage is Not Required; OR

- **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**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/or Disability Benefits Insurance Coverage is Not Required; OR

- **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 you receive an award.

VII. COMPLETING THE APPLICATION

A. Application Format

All applications should conform to the format prescribed in this RFA. Points may be

deducted from applications which deviate from the prescribed format. All forms need to be completed, including all budget items and the sources and amounts of anticipated program related revenues. A 12 pt type (UNLESS OTHERWISE NOTED) with 1" margins should be used and pages should be consecutively numbered. Application information should be submitted in the order identified on the Application Checklists.

Applications SHOULD NOT exceed the page limit for each section as listed below. The program work plan worksheets will be submitted as an accompaniment to the project narrative. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.
Comprehensive Family Planning and Reproductive Health Services

Section		**Maximum Score**
1. Executive Summary	(2 pages)	0 points
2. Experience and Organizational Capability	(6 pages)	30 points
3. Statement of Need	(6 pages)	15 points
4. Project Narrative	(10 pages)	20 points
5. Work Plan Work Sheets	(No page limit)	10 points
6. Program Evaluation	(2 pages)	5 points
7. Proposed Budget Justification And Budget Pages	(2 pages) (No page limit)	20 points
Total Possible Points:		**100 points**

Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA.

B. Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the New York State Department of Health, Division of Family Health\Bureau of Maternal and Child Health. The highest scoring applicant that proposes to provide services to each FPSA in accordance with the requirements specified in Section II, B of this RFA will be awarded funding for that FPSA.

Applications submitted after the due date, or whose applicant agencies do not meet eligibility requirements will not be reviewed. Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from

consideration or points may be deducted.

Applications will be reviewed using an objective rating system reflective of the required items specified for each section. The review process may be followed by a quality assurance review to ensure that all review standards were uniformly applied and that requirements for geographic coverage of the state were met. Panels convened by the Bureau of Maternal and Child Health will conduct reviews of applications from eligible agencies. The reviewers will consider the clarity of the application and responsiveness to the RFA based upon the above scoring in making the final selection. Once the selection is made, the contract negotiation process may include a site visit to the selected agency and will include a contract negotiation discussion/meeting for final plan acceptance.

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

Once the awards have been made, applicants may request a debriefing of their application *from the New York State Department of Health, Division of Family Health\Bureau of Maternal and Child Health*. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests for debriefing must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

VIII. ATTACHMENTS

Section I

Attachment 1.1: Core Program Activities & Services and Evaluation & Reporting Requirements
Attachment 1.2: Client Visit Record (CVR) Form
Attachment 1.3 Cancer Services Program Guidelines

Section II

Attachment 2.1: Family Planning Service Areas (FPSAs)
Attachment 2.2 Target ZIP Codes
Attachment 2.3: Application Checklist
Attachment 2.4: Application Coversheet
Attachment 2.5: Work Plan Worksheets
Attachment 2.6: Administrative Documents for Clinical Services
Attachment 2.7: Certification of Policies and Procedures

Attachment 2.8: Budget Instructions
Attachment 2.9: Budget Forms

Section III

Attachment 3.1: Letter of Intent to Submit Application Form
Attachment 3.2: Registration for Applicant Conference
Attachment 3.3: Standard Grant Contract with Appendices
Attachment 3.4: Vendor Responsibility Attestation
Attachment 3.5: Vendor Responsibility Questionnaire

Attachment 1.1

Core Program Activities and Services

All applications are to include a description of how the following required program activities will be integrated into the delivery of services in the applicant's proposed program unless otherwise specified. Failure to specifically describe the proposed means of providing a specific activity/service will reduce the application's rating score, and therefore the fundability of the application, but will in no way release applicants from meeting all program requirements.

1. Outreach, Education and Counseling Services

a. Community Information and Public Education

In order to sensitize the public about local needs to address the prevention of unintended pregnancy, sexually transmitted infections and HIV/AIDS, all providers are required to provide community outreach, education and counseling services. Community education can be directed toward local health and community-based organizations and schools. Specific community outreach and education should be directed to historically underserved populations, including adolescents, racial/ethnic minorities, individuals involved with the criminal justice system, disconnected youth, including those in the foster care system, low income individuals and males to improve their access to services. Community education efforts should be based on an assessment of the needs in the community and should be evaluated on an ongoing basis. To facilitate community awareness of and demand for family planning services, projects will establish and implement planned activities to make their services known in the community. To ensure that family planning educational materials used by each agency are consistent with community education standards and are culturally appropriate, providers will establish an Educational Materials Advisory Committee.

b. Attract and Maintain New Clients with Special Emphasis on High Risk Populations that include Racial/Ethnic Minorities.

All providers should actively seek to engage and keep these populations as active clients. Providers can use a variety of methods including:

- Actively promoting access to family planning and reproductive health services;
- Developing a fee schedule that removes financial barriers for low income women and adolescents;
- Increasing outreach to women, men and adolescents not likely to seek services, including racial/ethnic minorities, individuals involved with the criminal justice system, disconnected youth, including those in the foster care system, low income individuals and males;
- Enhancing efforts to engage pregnancy test clients in ongoing family planning services;

- Expanding service capacity to make service sites more accessible to populations in need, including expanding hours of operation, for example, by operating evening and weekend clinics and accommodating clients as needed (open access);
- Promoting teen clinic services to ensure that adolescents access primary and preventive health care services by designating one or two clinic sessions per week as teen clinics. Service plans should ensure confidentiality and include activities to inform teens of the availability of such services;
- Partnering with public health providers and other community-based organizations that have related interests and that work with similar populations; and,
- Increasing male involvement/responsibility in family planning through community outreach and education efforts, with particular emphasis on low income adolescent males.

c. Client Education and Counseling Services

Providers are required to ensure that all clients receive appropriate counseling and education, in order for them to make informed decisions about their reproductive futures and promote healthy lifestyles, with particular focus on adolescents.

- Education services provide clients with the information needed to make educated decisions about the use of specific methods of contraception and sexually transmitted infection prevention. Providers should consistently encourage the use of more effective contraceptive methods.

- Appropriate counseling and referral services should be offered to clients as indicated regarding future planned pregnancies, management of a current pregnancy, and other individual concerns. Issues such as substance abuse, sexual abuse, domestic violence/intimate partner violence, genetic issues, nutrition, and sexual concerns should be addressed. Preconception counseling should be provided if a client's history indicates a desired pregnancy in the future. Adolescents seeking services must be assured that, if requested, counseling services will be confidential. However, consistent with Title X Guidelines, programs should encourage family participation in the decision of minors seeking family planning services. All minors should be provided with counseling on how to resist attempts of coercion to engage in sexual activity.

d . Promote Client Enrollment and Participation in Public Health Insurance Programs.

Providers should assist eligible patients with enrollment in Public Health Insurance programs that include Medicaid (Medicaid managed care), Family Health Plus, Family Planning Benefit Program and Family Planning Extension Program.

- The Family Planning Benefit Program (FPBP) covers the full range of reproductive health services. It is available to New York State individuals of childbearing age with net incomes at or below 200% of the federal poverty level who are not otherwise eligible for full Medicaid insurance coverage.
- The Medicaid Family Planning Extension Program (FPEP) authorizes an additional 24 months of extended Medicaid coverage for family planning services for women who were previously pregnant while on Medicaid, but subsequently lost Medicaid coverage when the pregnancy ended.

In particular, providers should facilitate eligible client enrollment in FPBP and FPEP, the two expanded Medicaid family planning programs for individuals who are not otherwise eligible for the full coverage public health insurance programs (Medicaid, Medicaid managed care, and Family Health Plus). Applicants must indicate their willingness to provide outreach and education services, and assist clients with enrollment into the expanded Medicaid initiatives. Agencies should secure a Memorandum of Understanding (MOU) with local Social Services districts so they can assist clients with applications for the FPBP. If clients are undocumented or otherwise ineligible, but have had a qualifying pregnancy, they should be enrolled in the FPEP. Further information on the Family Planning Benefit Program may be obtained by going to the Department's web site at www.nyhealth.gov.

Providers should ensure that family planning program staff and clients are familiar with ways of accessing family planning services in health plans, including the free access policy of Medicaid managed care, which allows individuals enrolled in Medicaid managed care plans to receive family planning and reproductive health services from any qualified Medicaid provider, without prior authorization, regardless of whether the provider participates in the client's health plan.

2. Clinical Services

Applicants will submit a clinic services schedule as part of this RFA. Applicants will work with the NYSDOH's Office of Health System Management to ensure that they have complied with the Certificate of Need process and acquired the required Operating Certificate which includes family planning. Applicants will take into account that the process may be lengthy and will plan an appropriate timeline.

Please refer to the following website for an overview of the process:

http://www.health.state.ny.us/facilities/cons/more_information/index.htm#introduction

If funded, the applicant will simultaneously inform the Bureau of Maternal and Child Health and the Office of Health Systems Management in writing of any planned changes to clinic site locations. This includes any plan to move or close an existing clinic, as well as plans to open a new clinic site. The Department of Health must concur

with any changes to the clinic schedule.

a. Comprehensive Medical History, Physical Assessment and Laboratory Testing, and Special Counseling

Providers will ensure that clients have timely access to medical care that is adequate in both quality and capacity to promote and protect clients' reproductive health.
To provide services of high quality, in compliance with Title X Guidelines, providers, in consultation with agency medical directors, should develop written clinical protocols that are consistent with the most current nationally recognized standards of care. These protocols should be reviewed on a regular basis, and modified as needed. Clinical protocols should reflect the current recommendations for practice or standards of care established by health agencies or professional organizations. A complete physical examination for all initial clients and annual revisits should include the following: blood pressure evaluation, weight, height, examination of the thyroid, heart, lungs, extremities, breasts, and abdomen, as well as a pelvic or bimanual pelvic, Pap test, and, for individuals over 50, colo-rectal cancer screening.

Below are links to the Office of Population Affairs website. The first link is the Title X Guidelines issued in January, 2001. The second link is the Program Instruction Series titled, Clinical Services in Title X Family Planning Clinics-Consistency with Current Practice Recommendations.

http://www.hhs.gov/opa/familyplanning/toolsdocs/2001_ofp_guidelines.pdf

http://www.hhs.gov/opa/familyplanning/toolsdocs/opa09_01.pdf.pdf

For male clients, examination should also include palpation of the prostate, and instructions in self-examination of the testes. Male services will be consistent with the Guidelines for Male Sexual and Reproductive Health Services published by the Region II Male Involvement Advisory Committee in 2009.

http://www.cicatelli.org/TitleX/downloadable/GuidelilnesForMaleSexualReproductiveHealthServices.pdf

All clients should receive appropriate referrals for primary care and follow-up services.

Family Planning Programs should collaborate with the regional Cancer Services Program (CSP) Partnerships, through which breast and cervical cancer screening are provided. The Breast and Cervical Cancer Prevention and Treatment Act of 2000 gave New York State the ability to provide Medicaid coverage for the treatment of breast or cervical cancer to individuals previously not eligible under Medicaid. This program provides full Medicaid benefits to eligible uninsured women age 40 and older and men over 50 years of age. In addition, the program provides follow up screening and

treatment for breast cancer for women under 40, who are at high risk as defined by the CSP guidelines (Attachment 1.3). The Applicant will submit a letter of agreement between applicant and their local CSP.
Clients should be offered appropriate counseling services in accordance with Title X Guidelines. Such services are described in Section 1.c of this attachment.

b. Provision of family planning services

Providers will ensure that a full range of Food and Drug Administration (FDA) approved contraceptive methods are available to family planning clients including oral contraceptives, insertion/removal of implants (Implanon) and intrauterine devices (IUD), direct provision of injectable contraceptives (such as Depo-Provera), barrier contraceptive methods, and contraceptive patches and rings. Contraceptive counseling and instructions regarding contraceptive methods of choice must also be provided. Family planning providers must provide access to Emergency Contraception (EC) in a timely manner, and in accordance with current FDA guidelines. Information on access to Emergency Contraception after hours must also be made available to clients. Emergency Contraception should be provided free of charge to clients at 200% of poverty or below as funding allows. Natural family planning and Level I infertility services will be provided at the request of the client. Level I infertility services include initial infertility interview, education, physical examination, counseling and appropriate referral. The applicant will provide copies of referral/linkage agreements with other family planning agencies for any comprehensive family planning services (i.e. insertion of IUD/Implanon) not provided by the applicant.

c. Pregnancy Testing and Counseling

To ensure that clients have access to pregnancy diagnosis and comprehensive pregnancy counseling services, pregnant women will be offered complete information and counseling regarding their pregnancies. Those requesting information on options for the management of unintended pregnancies should be given thorough, unbiased, non-directive counseling on prenatal care and delivery, foster care or adoption and pregnancy termination. Referral to comprehensive prenatal care providers should be made as needed. Clients found not to be pregnant should be given information about the availability of contraceptive services, an interim contraceptive method, and should be offered the next available appointment for family planning services. Clients will be assured that the counseling sessions are confidential. It is recommended that HIV counseling and testing and Sexually Transmitted Infection (STI) screening be provided to all pregnancy test clients. It is also recommended that negative pregnancy test clients receive information about and a supply of EC.

d. Adolescent Services

All adolescents will receive age-appropriate information and confidential services. Fees for services must be established in accordance with Title X Guidelines/OPA Instruction Series OPA 97-1 and 08-1 which can be found at:

http://www.hhs.gov/opa/familyplanning/toolsdocs/opa97-1.pdf
http://www.hhs.gov/opa/familyplanning/toolsdocs/opa08-1.pdf
This guidance states that if the minor is un-emancipated, and confidentiality of services is not a concern, the family's income must be considered in determining the charge for services. When a minor requests confidential services, without the involvement of a principal family member, charges for services must be based on the minor's income. Title X funded projects may not require written consent of parents or guardians for the provision of services to minors. Adolescents seeking contraceptive services will be informed about all methods of contraception. Abstinence, as well as contraceptive and safer sex options to reduce risks for STI/HIV and pregnancy, should be discussed with all adolescents. Best practices for outreach and education to reach adolescents should be incorporated, including the use of technology, the use of multi-level ecological approaches that meet young people's developmental needs, and the use of a positive, holistic approach to education and clinical services.

e. HIV Counseling and Testing Services for Initial and Annual Visits

At a minimum, all clients will be given information on preventing HIV infection, including the use of barrier methods and be given a clinical recommendation for HIV testing at both the initial and annual visits. HIV counseling and testing should be integrated into the routine course of providing family planning and reproductive health care services, and it is recommended that HIV counseling and testing be provided to all pregnancy test clients. An explanation of the benefits of HIV testing should be provided, and providers will document efforts to provide HIV post-test counseling to all clients receiving HIV testing, particularly those who are HIV positive. Applicants will also have linkages with HIV providers to ensure that HIV-infected clients are able to obtain needed services. Programs will provide HIV counseling and testing at no charge for uninsured clients up to 200% of the federal poverty level. Programs will comply with NYS HIV Reporting and Partner Notification Regulations.

The NYSDOH established the HIV Primary Care Medicaid Program with the goal of ensuring early identification and access to quality care for persons with HIV infection. Family Planning Providers who are enrolled in the HIV Primary Care Medicaid Program will have access to reimbursement for the following visits:

1. HIV Testing
2. HIV Counseling without Testing
3. HIV Counseling (Positive)
4. Initial/Annual Comprehensive HIV Medical Evaluation, and
5. HIV Monitoring

A detailed description of this program is available at:
http://www.health.state.ny.us/diseases/aids/testing/primarycaremedicaid/section1.htm

f. Sexually Transmitted Infection Screening and Treatment

Providers are required to screen all clients for sexually transmitted infections. This includes testing and treatment for STIs as outlined in Part 23 of Title 10 NYCRR, as well as diagnosis and treatment of herpes and HPV, located at:

http://www.health.state.ny.us/nysdoh/phforum/nycrr10.htm

Comprehensive guidelines for the treatment of persons who have sexually transmitted infections are available at the Center for Disease Control (CDC) website.
http://www.cdc.gov/std/treatment/2006/clinical.htm
The clinical prevention guidance includes information about STI/HIV prevention counseling, prevention methods, partner management, and reporting and confidentiality.

Providers screening clients for sexually transmitted infections must submit specimens to an approved laboratory, for examination. New York State Public Health law requires that all pertinent information be provided with the specimen; including: patients' name, date of birth, sex, address, county of residence, type and source of specimen, date collected, providers name, address and telephone number.

The guidelines for Title X clinics also state that all women up to age 26 should be tested for Chlamydia at initial and annual family planning visits. Testing is also appropriate for older women with risk factors (new or multiple partners, past STI history, inconsistent or no condom use, etc.). Programs will provide Chlamydia testing at no charge for uninsured clients up to 200% of the federal poverty level. Treatment for individuals will be available on-site, and treatment for partners infected with sexually transmitted infections may be available on-site or by prompt referral to a local health department (LHD), health care facility or health care practitioner for services not available on-site.

Reporting of suspected or confirmed sexually transmitted infections is mandated under the New York State Sanitary Code (10NYCRR 2.10). Local and regional public health representatives are charged with STI case investigation and partner services. Confidential case reports of clients infected with Chlamydia, gonorrhea or syphilis are reported to local health jurisdictions and these staff, referred to as disease intervention specialists (DIS), are responsible for verifying the diagnosis and confirming treatment through contact with the client's health care provider. Family Planning providers are encouraged to work with DIS who will contact their office to conduct these disease intervention activities. DIS are also trained to conduct confidential partner services and are a resource to Title X providers for locating and referring the sexual partners of infected clients for diagnosis and treatment.

g. Follow-up of Referrals

Title X Guidelines are explicit regarding requirements related to follow-up on referrals as follows:

"Agencies will have written policies/procedures for follow-up on referrals that are made as a result of abnormal physical examination or laboratory test findings. These policies must be sensitive to clients' concerns about confidentiality and privacy. For services determined to be necessary, but which are beyond the scope of the project, clients will be referred to other providers for care. When a client is referred for non-family planning or emergency clinical care, agencies will:

- make arrangements for the provision of pertinent client information to the referral provider. Agencies will obtain clients' consent for such arrangements, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality;
- advise clients on their responsibilities in complying with the referrals; and
- counsel clients on the importance of such referral and the agreed upon methods of follow-up.

Efforts may be made to aid clients in identifying potential resources for reimbursement of the referral provider, but projects are not responsible for the cost of this care. Agencies will maintain a current list and routinely update this resource listing of health care providers, Federally Qualified Health Centers (FQHC), local health and human services departments, hospitals, voluntary agencies and health services projects supported by other agencies and health services projects supported by other Federal programs to be used for referral purposes. Whenever possible, clients should be given a choice of providers from which to select.

Agencies should provide counseling on the importance of medical follow-up and provide written referral information to clients for common referrals including referrals for primary health care. Agencies should also have special follow-up procedures for individuals with abnormal physical examination or laboratory test results, such as abnormal pap tests, breast exams and hypertension. Agencies should:

- use a triplicate form that includes client consent and provides referral information to clients, the family planning agencies and the referral providers. The referral providers return one copy of the referral forms indicating that follow-up care has been provided and that information is entered on the clients' medical records;
- have a client call-back system; and,
- have data systems which provide information regarding problems requiring follow-up, HIV rapid testing, referrals for primary care, and Pap results with ASC or HSIL results or higher.

h. Ancillary Services

All family planning providers are required to have the following ancillary services

available, and these should be addressed in the work plan:

1) Pharmaceuticals – Providers must ensure that oral and other contraceptives as well as other medications are safe, accessible, available and affordable to clients and that prescription and non-prescription drugs and devices are stocked, stored and provided to clients in a safe and accountable manner. Each family planning provider awarded grant funds will maintain an adequate supply and variety of drugs and devices to effectively manage the contraceptive needs of its clients.
2) Providers should enroll in the 340B purchasing program, the 340B Prime Vendor Program and/or the Region IX Drug Purchasing Cooperative to take advantage of discounted pricing for pharmaceuticals and supplies. Information about these programs can be found at:

   http://www.hrsa.gov/opa/introduction.htm
   https://www.340bpvp.com/public/
   http://www.fpcpp.org/

3) Laboratories – It is the responsibility of each funded family planning provider to ensure that laboratory services are accessible, available, affordable, and of high quality. In 1995, in recognition of the fact that New York State's laboratory regulations were found to be equal to or more stringent than those implementing the federal Clinical Laboratory Improvement Amendments 1988 (CLIA), the New York State DOH was granted exempt status from federal regulations. All facilities which conduct laboratory tests within NYS (except physician's offices) are under the regulatory oversight of the NYSDOH- Clinical Laboratory Evaluation Program (CLEP). Family Planning Programs are required to comply with Federal and NYS regulations and oversight activities and may be required to contract with specific laboratories for certain tests, with adequate advance notice from DOH. Advances in laboratory testing should be considered when determining which tests to use for Chlamydia, HIV testing, and other tests. Pregnancy testing will be provided on-site.

   The New York State Department of Health supports the use of rapid tests in medical settings in order to increase access to early HIV diagnosis and for treatment and prevention services. A licensed Article 28 facility that wishes to provide HIV rapid testing must either hold a clinical laboratory permit in the category of HIV testing or be registered with the Department of Health as a limited service laboratory. The link below provides guidance to Article 28 facilities.

   http://www.health.ny.gov/diseases/aids/testing/rapid/article28guidance.htm

   Questions and additional information on permit requirements may be directed to CLEP at (518) 485-5378 or by e-mail to CLEP@health.state.ny.us . Application forms can be obtained by visiting the CLEP web site at: http://www.wadsworth.org/labcert/clep/clep.html

and clicking on the "Permit Application Materials" link. Forms can be submitted electronically, faxed or by mail to:

Clinical Laboratory Evaluation Program
NYSDOH Wadsworth Center
Empire State Plaza
P.O. Box 509
Albany, NY 12201-0509

Permitted laboratories should refer to their PFI and CLIA numbers when contacting CLEP.

The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method, and may be provided for the maintenance of health status and/or diagnostic purposes, either on-site or by referral:

- Anemia assessment
- Gonorrhea and Chlamydia test
- Vaginal wet mount
- Diabetes testing
- Cholesterol and lipids
- Hepatitis B testing
- Syphilis serology (VDRL, RPR)
- Rubella titer
- Urinalysis
- HIV testing

i. Sliding Fee Scale (Patient Cost Share Schedule)

Title X guidelines stipulate that a schedule of discounts must be developed and implemented with sufficient proportional increments so inability to pay is never a barrier to service.

A schedule of discounts is required for individuals with family incomes between 101% and 250% of the federal poverty level (FPL).

1. Fees will be waived for individuals, with family incomes above this 250% FPL, who, as determined by the service site director, are unable for good cause to pay for family planning services;
2. Clients at or below 100% of the federal poverty level will not be charged;
3. Charges for services are based on a cost analysis of all services provided by the project;
4. Clients will not be denied project services or be subjected to any variation in quality of services because of inability to pay;
5. Clients cannot be requested to provide donations;
6. Individual eligibility for a discount will be documented in the client record;

7. When providing confidential services to minors, eligibility for discounts will be based on their income, unless they are un-emancipated and have no concerns about confidentiality of services.

Sliding fee scales must be in compliance with Federal regulations, and be developed to provide access to services by low income individuals. Applicant's proposed sliding fee scale cannot present a barrier to low income individuals accessing family planning services.

Fees for services must be established in accordance with Title X Guidelines/OPA Instruction Series OPA 97-1 and 08-1 which can be found at:

http://www.hhs.gov/opa/familyplanning/toolsdocs/opa97-1.pdf
http://www.hhs.gov/opa/familyplanning/toolsdocs/2001_ofp_guidelines_complete.pdf
http://www.hhs.gov/opa/familyplanning/toolsdocs/opa08-1.pdf

j. Consent Forms

Providers will ensure that clients are provided with informed consent for all family planning services. Informed consent under Title X includes "an explanation of all procedures, and a general consent covering examination and treatment and, where applicable, a method-specific informed consent form."

3. Continuous Quality Improvement

A continuous quality improvement (CQI) system must be in place that provides for ongoing evaluation of project personnel and services. The system should include:

- An established set of clinical, administrative and programmatic standards and policies and procedures by which conformity will be maintained;
- A tracking system to identify clients in need of follow-up or continuing care;
- Ongoing medical record audits to determine conformity with agency protocols. It is recommended that 10-15% of the family planning records be audited on an annual basis. However, an appropriate number of family planning records for review should be determined by each agency based on the number of clients served by the agency and the scope of services. Describe record sampling methodology and frequency, including the review of all records of clients with adverse outcomes. Include information on the content of medical record audits, personnel responsible for conducting and reviewing audit results, and the process for correcting identified deficiencies.
- Peer review procedures to evaluate individual clinician performance to provide feedback to providers and to initiate corrective action when deficiencies are noted;
- Periodic review of medical protocols to insure maintenance of current standards of care;

- Ongoing and systematic documentation of quality improvement activities;
- Patient complaint review process;
- Patient satisfaction surveys and methodology for developing surveys;
- Corrective action and follow-up of problems;
- Confidentiality of medical records; and,
- A mechanism for consumer involvement.

Committees: The following committees serve important functions for continuous quality improvement and are required by DOH. The agency's plan for CQI should be described in detail, including the committee structure, membership, frequency of meetings and functions. The committees may be merged or re-designed with justification and appropriate membership however agendas and meeting minutes specific to each committee's purpose must be maintained. Briefly describe how the following committees would be developed, who they would be comprised of and how they will function:

- Educational Materials Advisory Committee: required by Title X, is an advisory committee of five to nine members who are broadly representative of the community that must review and approve all informational and educational materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purpose of Title X. The committee must meet at least annually but may meet more frequently, if needed.
- Patient Care Review Committee: includes health care professionals representing all clinical services and has the responsibility of assessing the quality of clinical care. Meeting frequency: 2-4 times per year.
- Program Review Committee: consists of consumers, health care delivery staff and administrative staff; meets quarterly to review program quality.
- Patient Consumer Advisory Committee: consists wholly of consumers who meet on a regular basis to share concerns with program administration. Committee must meet at least annually but may meet more frequently if needed.

4. Health Disparities

Providers should identify the needs of people with disabilities, low income and racial/ethnic minority and sexual minority group(s) they propose to serve. The application should address particular health disparities or risk factors experienced by these groups. Providers are expected to describe approaches to bridge barriers to communication and understanding that stem from racial, ethnic, cultural, linguistic, and sexual orientation differences. This includes assuring services be developed and culturally sensitive to meet the needs of LGBT individuals which includes persons with same sex partners but who do not necessarily identify as gay or lesbian, specifically women who have sex with women since LGBT individuals may have different

reproductive health care needs and goals than heterosexual women. Interpersonal and organizational interventions and strategies should be employed to facilitate the achievement of clinical and public health family planning goals when those differences come into play. Providers should include individual and community level outreach strategies, as well as delivery model changes to attract and maintain members of these groups as active clinic participants. Some examples of appropriate expenses to support this effort include the use of family planning funds to ensure cultural sensitivity, to translate materials to appropriate languages, and/or employ medical interpreters. Providers must ensure capacity to effectively provide services within the context of cultural beliefs, behaviors, language and needs presented by the client populations within providers' geographic service area. Applicants will be expected to monitor their progress in serving these populations with outcome measure based annual work plan that will be utilized to measure progress in achieving program goals and objectives.

5. Family Planning Service Areas and Targeted ZIP Codes

Providers are also required to design their programs to give priority to providing services to low income residents in target ZIP code areas. Applicants that proposed to serve a FPSA that does not list a specific zip code in Attachment 2.1 should refer to Attachment 2.2 for a list of targeted high need zip code. Preference will be given to applicants serving target ZIP codes, as well as to applicants proposing to serve underserved rural communities. The department may determine that it is appropriate to fund a provider(s) serving lower risk areas to ensure service geographic availability.

6. Evaluation and Reporting Requirements

Each applicant is expected to evaluate the effectiveness of their activities and programs. Clinical program effectiveness will be improved through ongoing quality improvement activities, as specified in the section above. Other activities, such as outreach to target areas and underserved populations, education, and referral, should be evaluated on an ongoing basis to ensure that objectives are reached on an annual basis. These evaluation plans should include individuals responsible for the evaluation, data to be collected, methods for analyzing the data, and the use of the data for improvement of activities. Specific information should be given on each of the following topics of evaluation: referrals, outreach efforts and client education.

The Bureau of Maternal and Child Health collects and analyzes data to provide a quantitative basis for program monitoring, planning, development and resource allocation and to ensure that populations in need are served. In addition, the U.S. Department of Health and Human Services (DHHS), the federal granting agency for Title X funds, requires a systematic reporting system capable of yielding comprehensive information for DHHS program evaluation activities.

To accomplish these ends, each applicant funded must participate in the Family Planning Program Data Management and Information System. Each agency will collect

and submit client-specific data on the services provided to each family planning client making a family planning/reproductive health visit. The Clinic Visit Record (CVR, Attachment 1.2) serves as a tool for collecting data on client demographics and medical, counseling and other services provided to clients as necessary to understand the dynamics of quality, comprehensive reproductive health care. The CVR contains the data elements that must be reported by programs.

Characteristics of the population served and the full spectrum of services provided should be fully and accurately portrayed in the Client Visit Record (CVR) data submitted. Specific information should be given regarding processes the applicant will employ to ensure that 1) required CVR data are submitted in a timely, thorough, and accurate manner, and updated and/or corrected as needed; 2) additional data are collected and reports provided as required for state and federal reporting purposes; and 3) data processing, management, quality improvement, and other data system reports are used to monitor the quality of data submitted as well as services provided by the applicant agency.

Applicants funded through this RFA will submit data electronically on a monthly basis to the DOH data processing vendor, Ahler's and Associates or its successor vendor. Each agency is responsible for submitting quality data which meet program requirements for accuracy and completeness. Agencies may collect their data using Ahler's CVR Plus or any other third party software, but are required to submit data in a manner consistent with the CVR format. The electronic file layout and system edits for agencies using in-house or other third party software are available from Ahler's and Associates. Agencies using third party software will describe capabilities within their data system to identify updated or corrected records and the mechanism by which these updates will be submitted to the data vendor. Agencies using third party software also will be able to meet the deadlines for implementing changes relevant to any mandated CVR updates.

All funded agencies will have internet access and electronic mail capability to communicate with DOH. The Bureau of Maternal and Child Health will periodically share communications via e-mail using Microsoft Office products; MS Word, MS Excel, MS Access and MS PowerPoint. In addition, internet capability is necessary access standard management reports, and to utilize data uploading and downloading features available through Ahler's web site using password-secured internet access. Quality Improvement Reports (QIRs) are also available on Ahler's web site and give providers information on key quality indicators. The reports compare an agency's performance with the statewide averages on demographic and service utilization measures, and are intended to provide the Bureau of Maternal and Child Health and family planning programs with data to assist in program monitoring, evaluation and improvement.

Providers are also required to be compliant with the Federal Health Insurance Portability and Accountability Act (HIPAA), which was signed into law in 1996. The primary intent

of HIPAA is to provide better access to health insurance, limit fraud and abuse, and reduce administrative costs.

Several reports are required by the Bureau of Maternal and Child Health on an annual basis unless otherwise noted, as follows:

- Annual Reapplication Package – including work plan implementation worksheets, budget and administrative section – October
- Health Educator's Report – January
- Annual Program Report – January
- Family Planning Annual Report- federal report information – December 15
- There may be additional reports required for data or program issues that are requested of individual contractors as needed by the Bureau of Maternal and Child Health or the Office of Population Affairs, Department of Health & Human Services.
- Agencies are required to notify the BMCH in writing in advance of any significant changes in staffing or changes in clinic schedules. In addition, agencies are required to simultaneously notify the OHSM and the BMCH in writing in advance of any new site openings or closings, or changes in clinic schedules which impact service delivery or decrease accessibility of services. Such proposals require a DOH review and approval process, and require adequate time to be factored into the process. Agencies are also required to notify the BMCH of changes in laboratory use and software problems affecting conformance with data submission requirements.

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

Attachment 1.2

NEW YORK FAMILY PLANNING ENCOUNTER FORM

COMPLETE AT FIRST VISIT, UPDATE FOR CHANGES AND AT ANNUAL EXAM

CLINIC NO.__________

CLIENT NUMBER | | | | | | | | | | DATE OF BIRTH | | – | | – 1 9 | | SEX F M CONTACT STATUS__________

NAME__________ (LAST) __________ (FIRST) ____ (M.I.) PHONE ______ __________ COUNTY__________

ADDRESS__________ CITY__________ ST______ ZIP__________

__________ MONTHLY INCOME__________ FAMILY SIZE__________

PREGNANCIES______ BIRTHS______ ANOTHER SOURCE OF HEALTHCARE Y N MEDICAID NO.__________ (optional)

COMPLETE AT FIRST VISIT ONLY

RACE (check all applicable)
- ☐ 1. White
- ☐ 2. Black / Afr. American
- ☐ 3. American Indian
- ☐ 4. Alaskan Native
- ☐ 5. Asian
- ☐ 6. Other
- ☐ 7. Pacific Islander / Hawaiian Native

STUDENT STATUS
☐ Full Time ☐ Part Time ☐ No Highest Grade Completed______

HISPANIC
☐ Yes ☐ No

BILINGUAL STAFF / INTERPRETER NEEDED
☐ Yes ☐ No

COMPLETE AT EACH VISIT

3. VISIT DATE | | – | | – 2 0 0 |

8. PURPOSE OF VISIT (Check One)
- ☐ 1-Initial Medical Exam
- ☐ 2-Annual Medical Exam
- ☐ 3-Method Check/Maintenance
- ☐ 6-Medical Problem/Follow-up
- ☐ 4-Counseling
- ☐ 5-Pregnancy Test

5. ASSIGNED CHARGE CATEGORY (Check One)
- ☐ 01 - No Charge
- ☐ 02 - Title XIX (Medicaid)
- ☐ 08 - Title XIX (Medicaid Managed Care)
- ☐ 09 - Title XIX (Medicaid 24 Mo. Ext.) and Last Preg. Ended MO. | YR.
- ☐ 10 - Family Planning Benefit Program
- ☐ 04 - Private Insurance
- ☐ 05 - Full Fee (100% of Scale)
- ☐ 06 - Partial Fee
- ☐ 07 - Other

5A. IF PRIVATE INSURANCE, IS PRIMARY CARE COVERED?
☐ Yes ☐ No

9. CONTRACEPTIVE METHODS (Two May Be Coded)

02 - Oral	18 - Vaginal Ring	19 - Sponge
21 - Oral - Extend. Cycle	04 - Diaphragm	20 - Abstinence
14 - Hormonal Inj. - 3 mo.	05- Condom	13 - Cervical cap
16 - Hormonal Inj. - 1 mo.	06 - Spermicide	15. Female Condom
11 - Implant	08 - NFP / FAM	01. Sterilization
03 - IUD		09. Other
17 - Hormonal Patch		10. None

Prior to A. This Visit | | | After B. This Visit | | |

9C. IF NONE, GIVE REASON:
- ☐ 1 - Pregnancy
- ☐ 2 - Infertility
- ☐ 3 - Seeking Pregnancy
- ☐ 4 - Other Medical Reasons
- ☐ 5 - Relying on Female Method
- ☐ 6 - Other
- ☐ 7 - Not Sexually Active

Relying on Male Method:
- ☐ 8 - Vasectomy
- ☐ 9 - Condom

10. REFERRED FOR NON-FAMILY PLANNING SERVICES (Check All Applicable)
- ☐ 1 - Pregnancy
- ☐ 2 - Sterilization
- ☐ 3 - Infertility
- ☐ 4 - Medical Problem/Follow-up
- ☐ 5 - CBE F/U
- ☐ 6 - Primary Care
- ☐ 9 - Other

11F. PROVIDER OF MEDICAL SERVICES (Check All Applicable)
- ☐ 1 - Physician
- ☐ 2 - PA / NP / CNM
- ☐ 3 - Other Clinician
- ☐ 4 - Non-Clinician

12B. PROVIDER OF COUNSELING SERVICES (Check All Applicable)
- ☐ 1 - Physician
- ☐ 2 - PA / NP / CNM
- ☐ 3 - Other Clinician
- ☐ 4 - Non-Clinician

VISIT CODES OTHER INS. | |

NEXT EXAM DATE__________ AMOUNT PAID | | | . | |

11A. MEDICAL SERVICES PROVIDED (Check All Applicable)

Exam Procedures
- ☐ 01-Procedures 2 thru 10
- ☐ 02-Pap Smear
- ☐ 03-Blood Pressure
- ☐ 04-Hgt./Wgt.
- ☐ 05-Thyroid Palp.
- ☐ 06-Heart/Lung Ausc.
- ☐ 07-Breast Exam
- ☐ 08-Abdominal Palp.
- ☐ 09-Extremities
- ☐ 10-Bimanual Pelvic
- ☐ 11-Vaginitis Rx
- ☐ 21-UTI Treatment
- ☐ 23-Method Initiation
- ☐ 46-Method Cessation
- ☐ 27-Colposcopy
- ☐ 47-Cryosurgery
- ☐ 29-Postpartum Check
- ☐ 30-Other Medical
- ☐ 48-Emergency Contraception
- ☐ 49-HPV Vaccine

Lab Services
- ☐ 31-Hgb / Hct
- ☐ 32-Urine Dipstick
- ☐ 33-Urinalysis
- ☐ 34-Urine Culture
- ☐ 35-Repeat Pap Smear
- ☐ 38-Wet Mount/ Gram Stain
- ☐ 40-Rubella Screen
- ☐ 42-Sickle Cell Screen
- ☐ 44-Other Lab

12A. COUNSELING SERVICES PROVIDED (Check All Applicable)
- ☐ 01-Contraceptive
- ☐ 02-Sterilization
- ☐ 03-Infertility
- ☐ 04-Nutrition
- ☐ 05-Pregnancy
- ☐ 06-WIC
- ☐ 09-STD
- ☐ 10-Preconception
- ☐ 11-Abstinence/ Abstinence Skills
- ☐ 12 - Breast Self Exam
- ☐ 07 - Other

11B. PREGNANCY TEST
☐ 1 - Negative ☐ 2 - Positive

IF POSITIVE, WAS PREGNANCY
- ☐ 1 - Desired Now
- ☐ 2 - Desired Sooner
- ☐ 3 - Desired Later
- ☐ 4 - Not Desired
- ☐ 5 - Unknown

11C. STD SERVICES (Check All Applicable)
- ☐ 01 - Gonorrhea Test
- ☐ 02 - Gonorrhea Treatment
- ☐ 03 - Syphilis Test
- ☐ 04 - Syphilis Treatment
- ☐ 05 - Herpes Diagnosis
- ☐ 06 - Herpes Treatment
- ☐ 07 - HPV Diagnosis
- ☐ 08 - HPV Treatment
- ☐ 09 - Chlamydia Test
- ☐ 10 - Chlamydia Treatment

11E. HIV COUNSELING AND TESTING

1. Pretest Counseling	☐ 1 - Yes	☐ 2 - No
2. HIV Test	☐ 1 - Yes	☐ 2 - No
3. HIV Test Result	☐ 1 - Positive	☐ 2 - Neg. /Inconcl.
4. Post Test Counseling	☐ 1 - Yes	☐ 2 - No

AGENCY USE

	Clinic	Project	State		Clinic	Project	State
a.				d.			
b.				e.			
c.				f.			

Attachment 1.3

Breast Cancer Screening for Women below the Age of 40 and Use of Magnetic Resonance Imaging in the NYS Cancer Services Program

March 2009

This document provides the criteria by which women under age 40 will be eligible for breast cancer screening and/or diagnostic evaluation in the Cancer Services Program (CSP). It also provides the CSP policy regarding use of Magnetic Resonance Imaging (MRI) for breast cancer screening.

As per previous communications, beginning April 1, 2009, women under age 40 will no longer be eligible for breast cancer screening through the CSP, with the exception of women in that age group who are at high risk for breast cancer or with clinically significant findings for breast cancer. The CSP criteria and implementation of evaluation of high risk is consistent with the National Cancer Institute that recommends that women who are at higher than average risk for breast cancer talk with a health care provider about whether to have breast cancer screening before the age of 40.[1] The decision to screen for breast cancer should be based on an informed decision-making process between a woman and her clinician.

Evaluation

There are multiple factors that determine a woman's risk for breast cancer, including, but not limited to, a personal and/or family history of breast, ovarian and other cancers, the age at which the person(s) was diagnosed with the particular cancer, or a history of chest irradiation for treatment of lymphoma during adolescence or young adulthood. These individuals are considered to have an "undetermined" risk for breast cancer and should be referred to an appropriate health care provider for a full risk assessment which can include an evaluation of the lifetime risk of breast cancer using one of several clinically recognized risk assessment tools.[2,3] Where appropriate (e.g. for women with strong family histories of breast, ovarian or other cancers), individuals can be referred for zero-based sliding fee scale genetic counseling for risk assessment (http://www.nyhealth.gov/diseases/cancer/genetics/genetic_counselors.htm). It is not the role of CSP partnership staff to provide clinical risk assessments.

Women younger than the age of 40 who meet CSP financial eligibility and present to a

CSP partnership with a concern of being at high risk for breast cancer should undergo risk assessment by a NYS-licensed health care provider before being referred for breast cancer screening services. The CSP will reimburse for the appropriate breast cancer screening services (screening mammography and/or CBE) and any necessary CSP-reimbursable diagnostic services for individuals under the age of 40 when one or more of the following criteria are met and screening has been recommended and documented by a NYS-licensed health care provider on a *Provider Attestation of Client Eligibility for Women less than 40 years of Age* form:

High Risk for Breast Cancer Criteria

- A woman of any age is determined to have a 5-year risk of invasive breast cancer greater than or equal to 1.7%, or a woman age 35 or older with a lifetime risk greater than or equal to 20% (as determined by a clinically recognized risk assessment tool).[2,3]
- A woman is determined to have a known genetic predisposition for breast cancer by genetic testing (e.g. *BRCA* 1 or 2 mutation)
- A woman has a personal history of breast cancer (and is not in active treatment)
- A woman has a personal history of receiving thoracic (chest) irradiation in her teens or 20s.

Please note that mammography may not always be indicated for women younger than age 35 who meet one or more of the high risk criteria on a risk assessment. Clinically accepted guidelines through the National Comprehensive Cancer Network (NCCN)[4] should be utilized when determining whether breast cancer screening is necessary in younger women. These high risk criteria have been adapted from those identified by the NCCN.[4] Providers are strongly encouraged to review these guidelines when determining risk for breast cancer.

Clinically Significant Findings Criteria

Women younger than the age of 40 presenting with a self-reported symptom concerning breast cancer should undergo an evaluation with a NYS-licensed health care provider. The CSP will not reimburse for CBE in 18-39 year old individuals with self-reported symptoms. The CSP will reimburse for diagnostic evaluation of one or more of the following clinically significant findings after such a finding has been evaluated by a NYS-licensed health care provider who determines whether diagnostic evaluation is necessary and that provider documents the request on a *Provider Attestation of Client Eligibility for Women less than 40 Years of Age* form (see below). The following clinically significant findings have been identified by the CDC's National Breast and

Cervical Cancer Early Detection Program (NBCCEDP) and the NCCN[4]:

- Discrete, dominant mass in breast
- Spontaneous nipple discharge without a discrete, dominant mass in breast
- Asymmetric thickening or nodularity
- Skin or nipple changes

The following diagnostic services, where appropriate, are reimbursable through the CSP: diagnostic ultrasound, breast fluid cytology, diagnostic mammography and/or referral for surgical consultation and biopsy if necessary.

Reimbursement of Magnetic Resonance Imaging (MRI) as an Adjunct Screening Tool in Women at High Risk for Breast Cancer (women of all ages)

The CSP acknowledges recent literature regarding the use of MRI as an adjunct screening tool in women at high risk for breast cancer.[5] The level of evidence for these recommendations, however, is based on nonrandomized screening trials, observational studies and expert opinion. In 2005, the NBCCEDP released a white paper on technologies for the early detection of breast cancer.[6] At that time it was recommended that MRI not be reimbursed as a screening examination for women of any age at either high or average risk for breast cancer. The rationale for this decision was based on concerns about program operations, accuracy, reproducibility and access. The NBCCEDP has not changed its position on this topic since that time.

Additionally, in 2007 a Hayes technology review looked at MRI for breast cancer screening in women at high risk.[7] Although moderate evidence was found to suggest that MRI was more sensitive than mammography for the detection of breast cancers, there was a lack of randomized trials found comparing mammography screening programs with programs that combine mammography with MRI. Based on this evidence, or lack thereof, the relative impact of MRI on the breast cancer mortality of high risk women is currently unknown. Therefore, the CSP does not reimburse for the use of MRI as an adjunct screening tool in women at high risk for breast cancer.

References:

1. National Cancer Institute (2006) Estimating Breast Cancer Risk: Questions and Answers. Accessed 12/23/08 at http://www.cancer.gov/cancertopics/factsheet/estimating-breast-cancer-risk

2. National Cancer Institute(NCI). Breast Cancer Risk Assessment Tool. http://www.cancer.gov/bcrisktool/

NCI CARE Model: BCRA Tool for African American Women (2007) http://dceg.cancer.gov/tools/riskassessment/care

Wolfson Institute of Preventive Medicine. IBIS Breast Cancer Risk Evaluation Tool http://www.ems-trials.org/riskevaluator/

University of Texas Southwestern Medical Center (2009) http://www8.utsouthwestern.edu/utsw/cda/dept47829/files/65844.html

BayesMendel Laboratory. BRCAPro (2009) http://astor.som.jhmi.edu/BayesMendel/brcapro.html

University of Cambridge, BOADICEA (2006) http://www.srl.cam.ac.uk/genepi/boadicea/boadicea_home.html

3. Saslow D. et al (2007). Online Supplemental Material to American Cancer Society Guidelines for Breast Screening with MRI as an Adjunct to Mammography. *CA: A Cancer Journal for Clinicians*: 57(2). Accessed 1/27/09 at http://caonline.amcancersoc.org/cgi/data/57/2/75/DC1/1

4. National Comprehensive Cancer Network, Inc. (2008) Practice Guidelines in Oncology: Breast Cancer Screening and Diagnosis. Accessed 12/14/08 at http://www.nccn.org/professionals/physician_gls/PDF/breast-screening.pdf

5. Saslow D. et al (2007). American Cancer Society Guidelines for Breast Screening with MRI as an Adjunct to Mammography. *CA: A Cancer Journal for Clinicians*: 57(2). Accessed 1/29/09 at http://caonline.amcancersoc.org/cgi/reprint/57/2/75

6. Management Solutions for Health, Inc. (2005). NBCCEDP Breast Cancer Expert Panel: White Paper on Technologies for the Early Detection of Breast Cancer. Accessed 1/29/09 at http://www.hhs.state.ne.us/womenshealth/docs/BCEPWhitePaper.pdf

7. Hayes (2007). Magnetic Resonance Imaging for Breast Cancer Screening in Women at High Risk. Hayes Directory. Available with access at www.hayesinc.com

Cancer Services Program Partnership

Provider Attestation of Client Eligibility for Women less than 40 Years of Age

_____

(Print name of provider and CSP designated site code)

And

_____

(Print name of CSP Partnership)

Print Client Name: _____

CSP client #: _____

Client Date of Birth: _____

☐ High Risk for Breast Cancer

I have performed a clinically recognized risk assessment for the above named client and it is my clinical judgment that this client meets the criteria outlined in the New York State Department of Health Cancer Services Program (CSP) Operations Manual for breast cancer screening for high risk women less than 40 years of age.

OR

☐ Clinically Significant Finding(s) for Breast Cancer

I have performed a clinical breast exam on the above named client and have determined that she meets the criteria outlined in the New York State Department of Health Cancer Services Program (CSP) Operations Manual for clinically significant finding(s) of breast cancer in women less than 40 years of age.

Provider Signature and Date

Attachment 2.1

ATTACHMENT 2.1: FAMILY PLANNING SERVICE AREAS (FPSA)

FPSA Code	County	ZIP Code(s) (If Applicable)	Annual Minimum Client Volume	Max Award 12 Months 12/1/2012 to 12/31/2012	Max Award Annually Years 3 -5
REGION 1					
1-2	**Cattaraugus**	N/A	1,400	$273,317	$273,317
REGION 5					
5-9	**New York**	10037	4,500	$641,053	$ 641,053

Attachment 2.2

Attachment 2.2

Age-Specific population, Pregnancy and Birth Counts and Vital Statistics Risk Indicators for Upstate Zip Codes with 100 or More Births in 2004-2006

Zip Code	County	2004 Population 15-19	2004 Population 15-44	2004-2006 Total Pregnancies 15-19	2004-2006 Total Pregnancies 15-44	2004-2006 Total Births 15-19	2004-2006 Total Births 15-44	Vital Statistics Risk Indicators LBW%	%OOW	%MA	%PNC	Inf Mort Rate	Birth Rate 15-19	Preg Rate 15-19	Abortion Ratio 15-19	Abortion Ratio 15-44	Average Decile Rank
14779	CATTARAUGUS	257	1354	64	420	54	330	5.8	73.9	47.7	7.2	6.1	70.0	83.0	16.7	20.0	7.2
14760	CATTARAUGUS	642	4066	124	1012	90	812	8.7	46.3	33.8	3.1	12.3	46.7	64.4	28.9	15.0	6.9
14737	CATTARAUGUS	164	802	30	182	21	142	5.6	45.8	31.7	5.1	21.1	42.7	61.0	38.1	17.6	6.8
14070	CATTARAUGUS	142	899	26	216	22	176	4.0	56.3	24.7	6.7	5.7	51.6	61.0	18.2	17.6	6.3
14042	CATTARAUGUS	169	979	36	217	27	176	5.7	52.3	24.1	3.0	5.7	53.3	71.0	33.3	18.2	6.0
14726	CATTARAUGUS	100	457	3	189	1	173	38.7	51.4	44.7	50.0	0.0	3.3	10.0	200.0	2.9	6.0
14719	CATTARAUGUS	131	690	8	149	5	128	17.2	40.6	28.7	10.0	0.0	12.7	20.4	60.0	14.1	5.7
14772	CATTARAUGUS	181	848	16	200	13	165	17.6	42.4	25.5	10.5	0.0	23.9	29.5	15.4	12.7	5.7
14706	CATTARAUGUS	517	2001	30	241	12	176	8.5	35.2	18.1	1.1	0.0	7.7	19.3	116.7	25.6	5.0

Attachment 2.3

Attachment 2.3

Application Checklist
Comprehensive Family Planning and Reproductive Health Care Services

Use this checklist to confirm that all sections are included and in the proper sequence in your application for submission to the Bureau of Maternal and Child Health.

SECTION A - ADMINISTRATIVE FORMS and APPLICATION

_____ Application Checklist (this form)
_____ Cover Letter (with original signature)
_____ Application Cover Sheet (Attachment 2.4)
_____ Executive Summary
_____ Experience and Organizational Capability
- Organizational Chart
- Resumes of Key Staff

_____ Statement of Need
_____ Program Performance/Evaluation

SECTION B – BUDGET

_____ Budget Narrative
_____ Budget Forms (Attachment 2.9)

SECTION C - WORK PLAN (Attachment 2.5)

____ Project Narrative
____ Work Plan Worksheets
_____ Performance Measures

SECTION D – Administrative Documents for Clinical Services (Attachment 2.6)

_____ Title X Assurance of Compliance
_____ Clinic Site Demographic Info
_____ Clinic Services Schedule
_____ Family Planning Services Provided
_____ Patient Cost Share Schedule/Sliding Fee Scale
_____ Family Planning Formulary
_____ Limited English Proficiency Services
_____ Staff Training Calendar
_____ Continuous Quality Improvement (Attachment 2.7)
_____ Attestation for Required Policies and Procedures

Attachment 2.4

NEW YORK STATE DEPARTMENT OF HEALTH

Comprehensive Family Planning and Reproductive Health Care Services RFA Coversheet

1. Title of Project (Program):	
2. Name and Address of Applicant: Internet Address:	
3. Employer's Identification Number: (Federal E.I.N)	6. Budget Period: January 1, 2012 – December 31, 2012
4. NYS Charity Registration Number:	7. Total Amount Requested for budget period:

PROGRAM AND SERVICES (Indicate categories for which support is being requested)

☐ Required Core Family Planning Services (If applying for multiple FPSAs, make additional copies, submit one coversheet for each FPSA)

Region (Attachment 2.1): Click here to enter text.

FPSA Designation(Attachment 2.1):_____**Total Funding Requested**_____

Projected Client Volume for FPSA (Attachment 2.1):_____

For each proposed clinic site enter each site using the following format: County/Zip Code/Address of each clinic site/Client volume at each site.
Example: Allegany/14813/7Court Street Belmont/250

Is applicant: ☐ Article 28 Family Planning Provider ☐ Section 330 Facility ☐ Family Planning on Operating Certificate	
5. Project Director : Name: Click here to enter text. Title: Click here to enter text. Telephone (area code and extension): Click here to enter text. Fax Number: Click here to enter text. E-mail Address: Click here to enter text.	8. Financial Management Official: Name: Click here to enter text. Title: Click here to enter text. Telephone (area code and extension): Click here to enter text. Fax Number: Click here to enter text. E-mail Address: Click here to enter text.
Authorized Representative Print Name: Click here to enter text. Title: Click here to enter text.	Authorized Representative Signature: Date:

Attachment 2.5

Attachment 2.5

NYSDOH Family Planning Program Work Plan Template and Instructions

Purpose: The purpose of this Request for Applications (RFA) is to support agencies that provide low income, uninsured and underinsured women, men, adolescents, and racial and ethnic minorities in New York State (NYS) with high quality clinical family planning and reproductive health services, with the overall goals of reducing unintended pregnancies, improving the health of families, and reducing health disparities in individuals living in NYS. These family planning programs will provide comprehensive reproductive health care and family planning services targeting eligible women, men, adolescents, and racial and ethnic minorities who are either low income, uninsured or underinsured for these services through public education, outreach and inreach efforts. Applicants should strive to include activities which are intended to reduce health disparities in their communities.

Agencies funded as a result of this RFA will ensure that the priority populations, as defined in this RFA, are recruited and provided with access to comprehensive reproductive health care and family planning services. To achieve this end, applicants should develop work plan activities that include required activities (as stated in the RFA, Attachment 1.1, Core Program Activities and Services). The applicant must develop a workplan which includes objectives and activities designed to achieve the required health outcomes listed below:

1. **Outreach and Access** –Recruit, maintain and serve priority populations (women, men, adolescents, and racial and ethnic minorities who are either low income, uninsured or underinsured) through public education, social marketing, mass media and active outreach and inreach activities.

2. **Effective Contraceptive Methods** – Ensure that a full range of Food and Drug Administration (FDA) approved contraceptive methods are available including oral contraceptives, implants and intrauterine devices (IUD), direct provision of injectable contraceptives, barrier contraceptive methods, contraceptive patches and rings, and Emergency Contraception (EC). This also includes the provision of contraceptive counseling and instructions regarding contraceptive methods of choice.

3. **STI Screening and Treatment** – Screen all clients for sexually transmitted infections and follow CDC comprehensive guidelines for the treatment of persons who have sexually transmitted infections. All women under age 26 should be tested for Chlamydia at initial and annual family planning visits.

4. **Cancer Services** – Provide clinical breast exams and cervical cancer screening and follow up on abnormal results. Agencies will have written policies/procedures for follow-up on referrals that are made as a result of abnormal physical examination or laboratory test findings. For services determined to be necessary, but which are beyond the scope of the family planning program, clients will be referred to other providers for care.

5. **Adolescent Sexual Health** – All adolescents will receive age-appropriate information and confidential services. Provide comprehensive planning services (education, FDA approved contraceptive methods, STI counseling and testing, etc.) to all adolescents age nineteen years and younger.

6. **Sliding Fee Scale** - Ensure Family Planning services are accessible to all clients and inability to pay is not a barrier to service.

7. **Program Management-** Administer the program to implement all required activities and meet contractual and reporting requirements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance.

Family Planning Program Work Plan Instructions:

1. **The objectives and activities outlined in the work plan should reflect the overall program purpose and activities listed in Attachment 1.1 Required Program Activities and Services.**
2. The work plan template on the following pages should be completed using a font size of at least 10 pt.
3. The work plan should cover the twelve month period, January 1, 2012 – December 31, 2012.
4. Work plan development should conform to the format in the templates, as follows:
   a) Address each of the work plan goals in a separate table.
   b) Develop SMART objectives and activities to address the required health outcomes as defined in this workplan. See section 5.c below for definitions and examples of SMART objectives.
   c) Applicants will project total # of unduplicated clients to be served by your agency for Year 1. Use past year's data, as available, to make realistic **projections** of unduplicated clients.
   d) Note that measures of effectiveness have been included and are consistent with the Program Performance Measures (PMs) developed by the Family Planning Program.
5. Definitions to aid in completion of each column in the templates are provided here:
   a) **Goals** – A goal is a general, "big picture" statement of an outcome a program intends to accomplish to fulfill its mission. The goals for these funded programs have been written and are included in each of the work plan template tables.
   b) **Measures of effectiveness:** These are the standards that a program uses to measure progress in achieving goals through program objectives. The measures of effectiveness included in the RFA are based on available Family Planning Data (CVR data), and are not exhaustive. Many measures of effectiveness may be required to fully assess progress toward an objective. The Family Planning Program provides the data to measure the effectiveness of implementation of the program objectives and activities. Measures of effectiveness that are consistent with specific PMs and appropriate to

required objectives are already written in the work plan template. Applicants should use these PMs, and may include additional measures of effectiveness, where appropriate.

Measures of effectiveness should be based on the available data. When writing measures of effectiveness, be sure they are measurable; and contain a numeric value, or an observable behavior. They should be significant and truly gauge success in working toward or meeting the goal.

Ask: How will we know if our program has achieved this objective? What would it take to convince me that our program has achieved this objective?

Program Performance Measures document (follows the workplan), should be utilized in developing and reporting measures of effectiveness.

Examples of other sources of data from which to measure effectiveness are: scores on training pre/post tests, information from focus groups of members of the priority populations, data from the Family Planning Program and other government sources, Census data, participants completing a quiz during training and clients completing a service satisfaction survey.

c) **SMART Objectives** – Work plans must contain SMART objectives for each goal. (SMART = Specific, Measurable, Achievable, Relevant, and Time-bound) Inclusion of as many SMART objectives as appropriate to accomplish the goals within the work plan time period is encouraged.

Note: SMART objectives have been included for each goal and are listed in the work plan template.

Definitions of the components of a SMART objective follow, along with examples to help you create your own.

SMART Objectives include specific activities, events, and/or interactions to be completed by a certain date in order to accomplish the overall goal. Objectives are written in an active tense and use active verbs such as convene, write, conduct, produce, develop, identify, visit, organize, design, promote, educate, train, distribute, etc.

- **Specific** – an observable action, behavior, or achievement is described and linked to a rate, number, percentage, or frequency. When reaching individuals, a specific population description must be included in the objective
  Ask: Is there a description of a precise or specific action or event, which is linked to a rate, number, percentage or frequency?
- **Measurable** – a system, method, or procedure exists that allows the tracking and recording of the event, behavior or action
  Ask: Is there a reliable system in place to measure progress toward the achievement of the objective?
- **Achievable** – the objective has a likelihood of success and is realistic given the resources and time period
  Ask: With a reasonable amount of effort can the objective be achieved?

- **Relevant** – the target directly supports the corresponding goal
  Ask: Will this objective lead to the desired results?
- **Time-bound** – specifically lists the dates for the task to be started and completed
  Ask: Is there a start and/or finish date clearly stated and defined?

Examples of *SMART* objectives:

- By September 30, 2011, establish referral and service partnerships with 3 Community and Faith Based Organizations located in each high risk zip codes in your agency's service area.
- By March, 2011, conduct an agency wide in-service training for clinicians to promote the use of the "quick start" method of oral contraceptive for all negative pregnancy test clients.
- By December 2011, develop an intensive care coordination program to serve all adolescents clients age nineteen and younger.

Examples of objectives that are NOT *SMART*:

- Reduce the incidence of STIs in adolescents by next month.
  (Not achievable)
- Reduce the amount of HIV in women by June 2011.
  (Not specific or measurable)
- Create a family planning media plan.
  (Not specific, measurable, or time-bound)
- Increase breast cancer knowledge by developing a poster contest.
  (Not specific, measurable, achievable, time-bound, or relevant)

d) **Activities planned to achieve this objective** –Activities are what a program does, or its specific tasks, to meet the stated objectives and ultimately fulfill the goal.

Ask: To meet the objectives, what action is needed? What else might work? Do we have the resources to do this?

e) **Staff member(s) responsible** – Identify individual staff responsible for specific tasks within each activity.

f) **Completed by (month & year)** – These are the dates (e.g., by month, quarter) for assessing progress. Timeframes should include regularly scheduled, periodic check-in points for assessing progress in addition to start and end dates. Use established timeframes to help organize activities. *Ask*: What activities need to come first? When do we plan to have this finished?

Sample Work Plan

Outcome 7: Effective and Efficient Program Management that ensures delivery of quality reproductive health services.

Goal 7: Accurate and Timely Contractual and Reporting Requirements Family Planning Providers will administer their family planning program to implement all required activities and meet contractual and reporting requirements in a timely manner.	**Measures of Effectiveness:** ***Project*** *and fill in data for Year 1 as indicated below.* **PM26** % Monthly CVR (Attachment 1.2) reports submitted accurately and on time _____ **PM27 %** Quarterly vouchers submitted accurately and on time _____ **PM28** % Total grant funds expended _____ **PM29** Annual Health Education Report submitted accurately and on time Yes or No **PM30** Annual Report submitted accurately and on time Yes or No

Objectives	**Activities planned to achieve this objective**	**Responsible Staff**	**Completed by (month & year)**
By 3/2011, develop a system to ensure that all CVR data is entered internally monthly, and all CVR data is submitted to data vendor by the 15th of each month.	1. Evaluate current system for data entry. 2. Ensure that all data entry staff are adequately trained, and have enough time to complete data entries routinely. 3. Implement necessary changes to current system to correct inadequacies.	1. Data Manager 2. Data Manager 3. Data manager/staff	. January, 2011 . February, 2011 February, 2011
By 3/2011, develop and implement a policy and procedure to ensure quarterly vouchers are prepared and submitted completely and accurately for timely submission (45 days after the end of the quarter).	1. Evaluate current accounting policies and procedures. 2. Ensure that budget lines are spent appropriately. 3. Ensure that staff are trained to complete a Budget Statement and Report of Expenditures (**BSROE)** accurately 4. Implement necessary changes to current system to correct inadequacies.	Fiscal Manager Fiscal Manager Fiscal Manager/staff Fiscal Manager/staff	1. January, 2011 2. February, 2011 3. February, 2011 4. March, 2011

Outcome 1: Ensure Access to Comprehensive Family Planning Services to target population in New York State.

Goal 1: Outreach and Access Family Planning providers will attract and maintain new family planning clients with emphasis on increasing the number of low income, uninsured women, adolescents, men, and racial and ethnic minorities served through public education, social marketing, mass media and active outreach and inreach activities.	**Measures of Effectiveness:** ***Project*** *and fill in unduplicated clients to be served by agency in Year 1 (using CVR data as a basis when available) as indicated below. If applicant is not a current NYS Family Planning Provider, use a data source when available, and define that source.* (*If client has multiple visits, use data from last visit.)* **PM1** Total # Unduplicated clients served _____ **PM2** # Unduplicated clients with Medicaid coverage (including Medicaid managed care) _____ **PM3** # Unduplicated clients covered by expanded Medicaid programs FPBP _____ FPEP _____ **PM4** # Unduplicated clients residing in high risk zip code areas (Attachment 2.1) _____ **PM5 #** Unduplicated adolescent clients (age 19 and under) _____ **PM6** # Unduplicated clients identified as racial/ethnic minority populations 1. # Hispanic _____ 2. # African American/Black _____ **(Non- Hispanic)** 3. # Other _____ **(Non- Hispanic)**

Objectives	**Activities planned to achieve this objective**	**Responsible Staff**	**Completed by (month & year)**

Outcome 2: Reduce the Incidence of Unintended Pregnancies in New York State/Reduce Health Disparities for Women and Men of Reproductive Age in New York State.

Goal 2: Provision of Effective Contraceptive Methods Family Planning Providers will ensure the availability and encourage the use of the most effective FDA-approved contraceptive method for clients. Effective contraceptive methods include the following: Oral, Hormonal Injection, Implant, IUD, Hormonal Patch, Vaginal Ring or Sterilization.	**Measures of Effectiveness:** ***Project*** *and fill in unduplicated clients to be served by agency in Year 1 (using CVR data as a basis when available) as indicated below. If applicant is not a current NYS Family Planning Provider, use a data source when available, and define that source.* **PM7** % Unduplicated female clients leaving with an effective method. (*If client has multiple visits, use data from last visit.)* 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM8** % Unduplicated negative pregnancy test clients leaving with an effective method (*If client has multiple visits, use data from last visit.)* 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM9** Total # Unduplicated female clients leaving with emergency contraception at any visit. _____

Objectives	**Activities planned to achieve this objective**	**Responsible Staff**	**Completed by (month & year)**

Outcome 3: Reduce the Incidence of Sexually Transmitted Infections in New York State/ Reduce Health Disparities in New York State.

Goal 3: Sexually Transmitted Infection Screening and Treatment Family Planning Providers will screen all clients for sexually transmitted infections (HIV, Chlamydia, gonorrhea, syphilis, herpes and HPV) and follow CDC comprehensive guidelines for the treatment of persons who have sexually transmitted infections.	**Measures of Effectiveness:** ***Project*** *and fill in unduplicated clients to be served by agency in Year 1 (using CVR data as a basis when available) as indicated below. If applicant is not a current NYS Family Planning Provider, use a data source when available, and define that source.* **PM10 %** Unduplicated clients 25 and under receiving Chlamydia testing at any visit. 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM11 %** Unduplicated clients receiving HIV Pretest Counseling and / or Testing at any visit. 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM12** % Unduplicated clients receiving STI screening (i.e., for Chlamydia, gonorrhea, syphilis, herpes, or HPV) at any visit. 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM13** % Unduplicated Pregnancy Test clients receiving HIV Pretest C &/or T or other STI screening (as specified above) at any visit. 1. %Total _____

	2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)**

Objectives	**Activities planned to achieve this objective**	**Responsible Staff**	**Completed by (month & year)**

Outcome 4: Increase the Early Detection of Breast and Cervical Cancers in New York State/Reduce Health Disparities in New York State.

Goal 4: Cancer Services Family Planning Providers will provide clinical breast exams (CBE) and cervical cancer screening (Thin Prep/PAP), and provide appropriate referrals for follow up. Providers may elect to provide vaccinations against HPV.	**Measures of Effectiveness:** ***Project*** *and fill in unduplicated clients to be served by agency in Year 1 (using CVR data as a basis when available) as indicated below. If applicant is not a current NYS Family Planning Provider, use a data source when available, and define that source.* **PM14** % Unduplicated female clients receiving a clinical breast exam (CBE) at any visit. 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM15** % Unduplicated female clients receiving cervical cancer screening (Thin Prep/ PAP) at any visit 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM16** Total # Unduplicated Female clients with abnormal CBE results receiving appropriate follow up referral at any visit_____ **PM17** % Female clients with abnormal Thin Prep/PAP results receiving appropriate referral at any visit _____ **PM18** Total # female clients (age 11-26) receiving HPV vaccination[1] at any

[1] Since data is not available to indicate which dose in the series of three vaccines was given, report clients receiving any of the three doses of vaccine.

	visit _____

Objectives	Activities planned to achieve this objective	Responsible Staff	Completed by (month & year)

Outcome 5: Improve Adolescent Sexual Health in New York State/Reduce Health Disparities in Adolescent Sexual Health

Goal 5: Improve Adolescent Sexual Health Family Planning Providers will provide comprehensive family planning services (education, FDA approved contraceptive methods, STI counseling and testing, etc.) to all adolescents age nineteen years and younger.	**Measures of Effectiveness:** ***Project*** *and fill in unduplicated adolescent clients (age nineteen and younger) to be served by agency in Year 1 (using CVR data as a basis when available) as indicated below. If applicant is not a current NYS Family Planning Provider, use a data source when available, and define that source* **PM19** % Unduplicated clients (age 19 and under) leaving with a contraceptive method at any visit 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM20** % Unduplicated clients (age 19 and under) receiving Chlamydia testing at any visit 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)** **PM21** % Unduplicated clients (age 19 and under) receiving HIV Pretest Counseling and/or Testing at any visit 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)**

	PM22 % Unduplicated clients (age 19 and under) receiving STI screening (i.e., for Chlamydia, gonorrhea, syphilis, herpes, or HPV) at any visit 1. %Total _____ 2. % Hispanic _____ 3. % White _____ **(Non- Hispanic)** 4. % African American/Black _____ **(Non- Hispanic)**

Objectives	**Activities planned to achieve this objective**	**Responsible Staff**	**Completed by (month & year)**

Outcome 6: Ensure Family Planning services are accessible to all clients and inability to pay is not a barrier to service.

Goal 6: Family Planning Providers will develop and implement a schedule of discounts (sliding fee scale) with sufficient proportional increments to ensure access to services.	**Measures of Effectiveness:** ***Project*** *and fill in unduplicated clients to be served by agency in Year 1 (using CVR data as a basis when available) as indicated below. If applicant is not a current NYS Family Planning Provider, use a data source when available, and define that source. If client has multiple visits, use data from last visit.* **PM23** % Unduplicated clients with incomes <=100% FPL _____ **PM24** % Unduplicated clients with incomes 101-250% FPL _____ **PM25** % Unduplicated clients with incomes >250% FPL _____

Objectives	**Activities planned to achieve this objective**	**Responsible Staff**	**Completed by (month & year)**

Outcome 7: Effective and Efficient Program Management that ensures delivery of quality reproductive health services.

Goal 7: Accurate and Timely Contractual and Reporting Requirements Family Planning Providers will administer their family planning program to implement all required activities and meet contractual and reporting requirements in a timely manner.	**Measures of Effectiveness:** ***Project*** *and fill in data for Year 1 as indicated below.* **PM26** % Monthly CVR (Attachment 1.2) reports submitted accurately and on time _____ **PM27 %** Quarterly vouchers submitted accurately and on time _____ **PM28** % Total grant funds expended _____ **PM29** Annual Health Education Report submitted accurately and on time Yes or No **PM30** Annual Report submitted accurately and on time Yes or No

Objectives	**Activities planned to achieve this objective**	**Responsible Staff**	**Completed by (month & year)**

	Indicator Type	Performance Measure Description Use unduplicated counts for each measure	Goal
1	Outreach and Access	Total Number of unduplicated clients served	
2	Outreach and Access	Number of unduplicated clients with Medicaid coverage (including Medicaid Fee for Service and Medicaid Managed Care)	
3	Outreach and Access	Number of unduplicated clients covered by expanded Medicaid programs: FPBP _____ FPEP _____	
4	Outreach and Access	Number of unduplicated clients residing in high risk zip codes (See attachment 2.1)	
5	Outreach and Access	Number of unduplicated adolescents clients (age19 and under) served	
6	Outreach and Access	Number of unduplicated racial/ethnic minority populations served 1. Number of Hispanic 2. Number of African American/Black **(Non- Hispanic)** 3. Number of Other race[2] **(Non- Hispanic)**	
7	Effective Contraceptives	Percent of unduplicated female clients leaving with an effective method[3]. (**Numerator** = Number of women leaving with an effective method and **Denominator** = Number of women served). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
8	Effective Contraceptives	Percent of unduplicated negative pregnancy test clients leaving with a method. (**Numerator** = number of women with a negative pregnancy test leaving with a contraceptive method and **Denominator** = number of women with a negative pregnancy test).	

[2] American Indian, Alaskan Native, Asian, Pacific Islander/Hawaiian Native

[3] Oral, Hormonal Injection, Implant, IUD, Hormonal Patch, Vaginal Ring or Sterilization.

		1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
9	Effective Contraceptives	Total number of unduplicated female clients leaving with EC at any visit.	
10	STI Screening and Treatment	Percent of unduplicated clients 25 and under receiving Chlamydia testing at any visit. (**Numerator** = Number of Unduplicated Clients under 25 receiving Chlamydia testing and **Denominator** =Number of Unduplicated Clients under 25). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
11	STI Screening and Treatment	Percent of unduplicated clients receiving HIV Counseling and Testing at any visit. (**Numerator** = Number clients receiving HIV Counseling and Testing and **Denominator =** Number of Unduplicated Clients served by the agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
12	STI Screening and Treatment	Percent of unduplicated clients receiving STI screening (i.e., for Chlamydia, gonorrhea, syphilis, herpes, or HPV) at any visit. (**Numerator** = Number of Unduplicated Clients receiving STI screening and **Denominator =** Number of clients served by the agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	

13	STI Screening and Treatment	Percent of unduplicated pregnancy test clients receiving HIV pretest C&/or T and STI screening (as specified above) at any visit. (**Numerator** = Number of pregnancy test women receiving STI screening and **Denominator** = pregnancy test women served by the agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
14	Cancer Services	Percent of unduplicated female clients receiving CBE at any visit. (**Numerator** = Number of women receiving CBE and **Denominator** = Number of women served by the agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
15	Cancer Services	Percent of unduplicated female clients receiving cervical cancer screening (Thin Prep/PAP) at any visit. (**Numerator** = Number of women receiving Thin Prep/PAP testing and **Denominator** = Number of women served by the agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
16	Cancer Services	Percent of female clients with abnormal CBE result receiving appropriate follow up referral at any visit. (**Numerator** = Number women with referral and **Denominator** = Number of women with abnormal CBE).	
17	Cancer Services	Percent of female clients with abnormal Thin Prep/PAP result receiving appropriate referral at any visit. (**Numerator =** Number women with referral and **Denominator** = Number of women with	

		abnormal Thin Prep/PAP).	
18	Cancer Services	Total number of female clients (ages 11-26) receiving HPV vaccination at any visit. Since data is not available to indicate which dose in the series of three vaccines was given, report on women receiving any of the three doses of vaccine.	
19	Adolescent Sexual Health	Percent of unduplicated clients (age nineteen and under) leaving with a contraceptive method at any visit. (**Numerator** = Number of adolescent clients leaving with a contraceptive method and **Denominator** = Number of adolescent clients served by agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
20	Adolescent Sexual Health	Percent of unduplicated clients (age nineteen and under) receiving Chlamydia testing at any visit. (**Numerator** = Number of adolescent clients receiving Chlamydia testing and **Denominator** = Number of adolescents served by agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
21	Adolescent Sexual Health	Percent of unduplicated clients (age nineteen and under) receiving HIV Counseling and Testing at any visit. (**Numerator** = Number of adolescents receiving HIV counseling and testing and **Denominator** = Number of adolescents served by the agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
22	Adolescent Sexual Health	Percent of unduplicated clients (age nineteen and under) receiving STI screening (i.e., for Chlamydia,	

		gonorrhea, syphilis, herpes, or HPV) at any visit. (**Numerator** = Number of adolescents receiving STI screening and **Denominator** = Number of adolescents served by the agency). 1. %Total 2. % Hispanic 3. % White **(Non- Hispanic)** 4. % African American/Black **(Non- Hispanic)**	
23	Program Accessibility	Percent of unduplicated clients with incomes <= 100% FPL. (**Numerator** = Number of clients with income of < or =100% FPL and **Denominator** = Number of clients served by the agency).	
24	Program Accessibility	Percent of unduplicated clients with incomes 101-250% FPL. (**Numerator =** Number of clients with income =101-250% FPL and **Denominator** = Number of clients served by the agency.	
25	Program Accessibility	Percent of unduplicated clients with incomes >250% FPL. (**Numerator** = Number of clients with income >250% FPL and **Denominator** = Number of clients served by the agency).	
26	Program Management	Percent of monthly CVR reports submitted accurately and on time. (**Numerator** = Number of monthly data transmissions and **Denominator** = 12).	
27	Program Management	Percent of quarterly vouchers submitted accurately and on time. (**Numerator** = Number of quarterly vouchers submitted accurately and on time and **Denominator** = 4).	
28	Program Management	Percent of total grant funds expended. (**Numerator** = Total grant funds expended and **Denominator** = Total grant award).	
29	Program Management	Annual Health Education Report submitted accurately and on time. **Yes** or **No**	
30	Program Management	Annual Report submitted accurately and on time. **Yes** or **No**	

Attachment 2.6

Family Planning Program

Administrative Documents for Clinical Services

Instructions for Completion

The administrative forms contained here are to be completed by all applicants and submitted as attachments to their application. Those agencies who are awarded grant funds will then be required to submit Required Administrative forms on an annual basis.

This form is for the applicant organization's use to ensure that all required documents are included in the application. All required documents in Section A follow this page.

- □ **Statement of Assurances**
- □ **Clinic Site Demographic Info**
- □ **Clinic Services Schedule**
- □ **Family Planning Services Provided**
- □ **Patient Cost Share Schedule/Sliding Fee Scale**
- □ **Family Planning Formulary**
- □ **Limited English Proficiency Services**
- □ **Staff Training Calendar**
- □ **Continuous Quality Improvement**

TITLE X ASSURANCE OF COMPLIANCE

_____assures that it will:
(Name of Organization)

1. Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.

2. Provide services in a manner which protects the dignity of the individual.

3. Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or martial status.

4. Not provide abortions as a method of family planning.

5. Provide that priority in the provision of services will be given to persons from low-income families.

Further:_____certifies that it will:
(Name of Organization)

2. Encourage family participation in the decision of the minor seeking family planning services.

3. Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.

[
From Part 59-Grants for Family Planning Services, Subpart A, Section 59.5(a) 2, 3, 4, 5, and 6.

_____
(Signature)

_____
(Title)

_____
(Date)

CLINIC SITE DEMOGRAPHIC INFO

CLINIC SITE(S) - The locations where the project provides family planning medical/clinical services, including mobile vans.

AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:	AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:
AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:	AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:
AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:	AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District: :
AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:	AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:
AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:	AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:
AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:	AHLERS’ CLINIC SITE NUMBER: NAME: ADDRESS (Street Number and Name, City, County, State, Zip): PHONE NUMBER: Congressional District:

*NOTE: Clinic site number must correspond to the clinic number used on the Clinic Services Schedule.

Applicant:	Clinic Site Name: Ahlers' Site Number:

CLINIC SERVICES SCHEDULE [1]

NYS FPP, FY 2011

	MONDAY Clinic Site Hours: 9-3	**TUESDAY** Clinic Site Hours:	**WEDNESDAY** Clinic Site Hours:	**THURSDAY** Clinic Site Hours:	**FRIDAY** Clinic Site Hours:	**SATURDAY** Clinic Site Hours:
CLINICAL [2] (List staff initials, title and clinic hours – see ex.)	Staff Hrs: *ex. T.K. (NP) 8-4*	Staff Hrs:	Staff Hrs:	Staff Hrs:	Staff Hrs:	Staff Hrs:
PROGRAM SUPPORT STAFF						
USUAL # AND TYPE OF PATIENTS SCHEDULED						
AVERAGE # OF PATIENTS SEEN						

AVERAGE NO SHOW *(PERCENT)*		
LENGTH OF CLINIC VISIT	New Patient	
	Annual Exam	
	Other Revisit	

Note: Indicate method pickup and pregnancy test hours on schedule.

[1] Counseling staff and associated visits are not included on this schedule.

[2] Include MD, CNM, NP, PA, RN, LPN and other staff that have direct patient care for which special training is required.

Family Planning Services Provided

For each family planning service, indicate (with a check mark) if the service or methods are provided at all sites, some but not all sites, by referral, or not provided. A prescription is not considered a referral.

Family Planning Service	At all sites	Not at all sites	By referral	Not provided
Services Provided				
1. Informed Consent				
2. Method Specific Consent				
3. History				
4. Physical assessment				
5. Lab testing				
6. PAP testing				
7. Client Education and Counseling				
8. Pregnancy Diagnosis/Counseling				
9. STI Counseling				
10. STI Treatment				
11. Male Services				
12. HIV Services				
13. Identification of Estrogen-Exposed Offspring				
14. Level 1 Infertility Services				
15. Minor GYN Problems				
16. Health Promotion/Disease Prevention				
17. Special GYN Procedures				
18. Emergency Contraception				
Fertility Regulation				
1. Female Sterilization				
2. IUD				
3. Hormonal Implant				
4. 3-Month Hormonal Injection				
5. Oral Contraception				
6. Hormonal/Contraceptive Patch				
7. Vaginal Ring				
8. Cervical Cap/ Diaphragm				
9. Contraceptive Sponge				
10. Female Condom				
11. Spermicidal Methods or Products				
12. Fertility Awareness Method				
13. Abstinence Education				

14. Vasectomy				
15. Male Condom				
16. Other Methods				

** Clients should leave the clinic with at least a 1-3 month supply of their contraceptive method, even if it is available over the counter. Not only is it more convenient for the clients, but many do not have the financial resources to purchase methods that are available on the agency's patient cost-share schedule.*

Patient Cost Share Schedule

Title X guidelines stipulate that a schedule of discounts must be developed and implemented with sufficient proportional increments so inability to pay is never a barrier to service. Following this page, insert a copy of your proposed patient cost-share (sliding fee) schedule. The schedule must include a list of medical services offered to family planning clients **that includes corresponding charges, as well as percent of cost-share for each payment category.** Ensure that your patient co-pay schedule is consistent with **2011** Federal Poverty Level Guidelines.

Family Planning Formulary

1. Insert after this page, a list of *all contraceptive methods and other medications*, for family planning program clients, that are in your agency's formulary.

2. Include Contraceptive method specific consent forms as attachments

Limited English Proficiency Service

1. Describe how staff will ensure that verbal and written information is clearly understood by all clients, including those with Limited English Proficiency (LEP). If your agency utilizes the services of a Language Line, please provide details.

Staff Training Calendar

1. Append to this page a staff training calendar for 2012. Include training topics, staff attending, length of training, etc. This may include in-service training as well as outside training seminars and conferences. Topics such as HIPAA, cultural diversity, clinical training, orientation of new employees, family-centered care, child abuse, domestic violence, confidentiality and OSHA should be identified.

NOTE: Staff training calendar must be consistent with amounts allocated in the budget for staff training.

CONTINUOUS QUALITY IMPROVEMENT

CONTINUOUS QUALITY IMPROVEMENT PROGRAM

1. Describe in each section below the procedure for a systematic and ongoing method to evaluate program/project activities that include:

    a. Medical record audits
    b. Summaries of quality assurance activities
    c. Patient complaint reviews
    d. Patient satisfaction surveys
    e. Corrective action and follow-up of problems
    f. Confidentiality of medical records
    g. Quality assurance process for follow-up of abnormal test results
    h. Description of Quality Assurance Committee(s) and how family planning Quality Improvement (QI) activity is reported to the overall QI committee of the organization on a routine basis.
    i. Description of methods for assuring data quality, including completeness, accuracy and timeliness of reporting.
    j. In the appendix include copies of:
        - Medical Records Audit Tool
        - Medical Record Policy and Procedures

EVALUATION METHODS

1. Discuss the process for evaluating the effectiveness of family planning client education activities in the clinic. Include information on referral, outreach and education evaluation strategies.

2. Discuss how the agency utilizes Ahler's and/or in-house data in this process.

3. How does the agency ensure clinic location, staff, and services meet the needs of current and potential clients regarding accessibility, cultural sensitivity, etc.?

Attachment 2.7

Family Planning Program
Required Attestation of Policies and Procedures
ATTESTATION

By signing this Attestation, the Chief Executive Officer (CEO) of Applicant Agency hereby assures the New York State Department of Health that the applicant agency has current Required Policy and Procedure documents related to the service delivery of Title X and New York State Family Planning Services, as defined in this document prepared and available to the Department for review. The Required Policy and Procedure documents include the following:

□ Medical History/Physical Assessment

□ Laboratory Testing

□ Pregnancy Testing

□ Cancer Screening

□ HIV/STI Counseling and Testing and Referral and Follow Up Mechanisms

□ Pharmaceuticals/FDA Approved Contraceptive Methods

□ Client Education and Counseling Services

□ Continuous Quality Improvement Documents

□ Evaluation Methods

□ Security Policy

□ Intimate Partner Violence Policy

□ Family Involvement Policy

□ Contraceptive Method Consent Forms

□ Medical Records Audit Tool/MR Policy & Procedure

Applicant Agency: _____

Address: _____

_____

_____

CEO name: _____

CEO signature: _____

Attachment 2.8

Attachment 2.8

Budget Instructions

❍ The budget should reflect all costs and funding sources for the family planning project supported by this grant (including any third party and federal funding, e.g. direct Title X funds, Section 330 grants).

❍ All amounts are to be expressed in whole dollars.

❍ Administrative costs should be in line item detail and generally should not exceed 10% of the amount requested from the state under the RFA. **Lump sum administrative costs or rates will not be considered.** If administrative costs exceed 10%, they should be substantially justified in order to be considered as potentially acceptable and fundable. Inclusion of administrative costs above 10% that are not substantially justified may result in reduction in points allotted to the budget section of the RFA. The Department may require a reduction in administrative costs for funded applicants if costs are not justified.

❍ Indirect costs, applied as a percentage to the budget, will not be allowed. Indirect costs are those that have been incurred for common or joint projects that benefit more than one cost objective (grant, program, or project) and cannot be readily identified or assigned to a particular cost objective.

❍ All narrative justification information should be provided in the first column of the OTPS Detailed Narrative Budget pages. Include the allocation methodology used to calculate shared expenses.

❍ Applicants will develop a cost allocation methodology for compliance with grant requirements regarding administration and allowable costs using the principles applicable to your organization as outlined in Attachment 5.3, Grant Contract (Standard), Appendix A-1 (Agency Specific Clauses for All Department of Health Contracts), (3)(a) Administrative Rules and Audits.

❍ A minimum of 15% of DOH funds requested must be allocated to support family planning program OTPS expenses.

Summary Budget Request (Page B1):

The Summary Budget Request summarizes all project costs on a single page. The Detailed Budget forms provide the complete cost breakdown and should be completed prior to the Summary form.

Sections 1-3 Personal Service, Other Than Personal Service and Total Direct Costs:
Carry over the grand total from Page B2a of the Personal Service forms and the category totals from Pages B3a through B3c of the Other Than Personal Service forms to the Summary Budget Request page.

Section 4. Source of Applicant Funds:
Carry over figures from Page B4 Detail of Contractor Funds Supporting Initiative

a) Applicant: Unrestricted and In-Kind – Funds available from the applicant's own sources and monetary value of in-kind services. This can also include fees from education services and fundraising efforts.
b) Other Grant Funds: Include other state, local or federal grants(including any federal funding, e.g. direct Title X funds, Section 330 grants) not requested in this application. Private foundation grants should also be included.
c) Payment for Services: Include payments generated by services provided by the projects (including all third party reimbursement). Title XIX funds (Medicaid) are to be shown separately from Other payments.
d) Total Applicant Funds: The total must equal the sum of Number 4 a, b + c. The total must also equal the total in Number 3, Column 2, "Applicant Funds" above.

<u>Detailed Personal Service Budget Request (Pages B2a, B2b)</u>

In Column 1, enter all job titles connected with administration or service provision of the program. Include all titles, regardless of funding source or present vacancy. **List each item separately and subtotal by similar title.**

In Column 2, enter employee initials.

In Column 3, enter the Professional Staff License or Certificate number and type of licensure (MD, CNM, NP, RN, etc.), if applicable.

In Column 4, enter the annual **full-time** (12-month) salary rate for each position that will be filled for all or any part of the January 1- December 31, 2012 fiscal year. Provide a subtotal by similar title.
In Column 5, enter the number of months the position will be filled during January 1- December 31, 2012.

In Column 6, enter the percent of time the staff person will devote to the family planning program during the number of months indicated in Column 5. **Provide a subtotal by similar title.**

Columns 7 through 11 represent a functional cost center. The sum of columns 7 through 11 must equal 100%. Each job title will dedicate a certain percent of work time (zero to one hundred percent) to each of the five functional cost centers. Please refer to the explanation of each functional cost center, as listed below to ensure accurate reporting:

Administrative - This includes Executive Directors in the course of their program administrative work, fiscal and payroll staff, reimbursement specialists, billing staff, hotline/call center staff that provides non-clinical services and other staff without clinical duties and skills. **Note: Administrative expenses should be in line item detail and not exceed 10% of the amount requested from the state under the RFA. Lump sum administrative costs or rates will not be considered. Total administrative costs exceeding 10% should be substantially justified in order to be considered as potentially acceptable and fundable.**

Program Support - This includes the proportion of time spent in providing overall program guidance or support, or clerical or other services in order to support clinical activities or any of the non-clinical aspects of patient services.

Clinical - To be classified as a clinical position, in whole or in part, the individual must have direct clinical patient contact/care for which special training has been received and for a purpose that requires an entry into the patient's chart.

Outreach/Education - To be classified as outreach and/or education, the individual must be appropriately trained or credentialed as a health educator or clinically-trained with experience in health education. Education now includes the percentage of effort of clinical staff with experience/training in patient education, that provide counseling regarding methods, STDs, and HIV as part of a clinic visit.

Other - Any activity that does not clearly fit into one of the above four categories should be considered "Other." Examples include facility maintenance or cleaning personnel, and security staff, who have no clinical, administrative or outreach and education role. Please specify. **NOTE: Indirect costs, applied as a percentage to the budget, will not be allowed. Indirect costs are those that have been incurred for common or joint projects that benefit more than one cost objective (grant, program, or project) and cannot be readily identified or assigned to a particular cost objective.**

Analyze the work schedule of each job title and determine how the percent of time dedicated to program work is allocated among the five functional cost centers. Continue on additional pages, if required. Copy as needed, numbering each page B2b ___ of ___.

In Column 12, enter the total amount required for each position. Use the following formula to determine "Total Amount Required":

EXAMPLE:

Annual Salary Rate (Column 4)	X	Number of Months Budgeted divided by 12 (Column 5)	X	Percent of Time (Column 6)	=	Total Amount Required (Column 12)

Column 1 Personal Service Item /	Column 2 Employee Initials	Column 3 Prof License or cert #	Column 4 Annual Salary Rate	Column 5 # Mos.	Column 6 % of Time on Project	Column 12 Total Amount Required
NP (Site #1)	M.J.	CCCCCCC –NP	40,000	5	80%	13,333
NP (Site #2)	D.D.	CCCCCCC –NP	38,000	7	80%	17,733
NP (Site #3)	C.J.	CCCCCCC – NP	40,000	7	75%	30,000
(SUBTOTAL)			**118,000**		**235%**	**61,066**
Hlth Ed (Site #1)	T.Y.		22,000	10	50%	9,166
Hlth Ed (Site #2)	B.D.		25,000	12	50%	12,500
(SUBTOTAL)			**47,000**		**100%**	**21,666**
Nurse (Site #1)	L.M.	CCCCCCC -RN	20,000	12	90%	18,000
Nurse (Site #1)	C.L.	CCCCCCC – RN	22,000	12	20%	4,400
Nurse (Site #2)	R.W.	CCCCCCC – RN	20,000	12	100%	20,000
Nurse (Site #3)	W.W.	CCCCCCC – LPN	22,000	6	90%	9,900
Nurse (Site #3)	C.D.	CCCCCCC - LPN	20,000	6	90%	9,000
(SUBTOTAL)			**104,000**		**390%**	**61,300**
					-	-

In Column 13, enter the amount of funding the applicant will be providing for each position. This includes both "in kind" contributions and funds from all other sources.

In Column 14, enter the amount of funding requested from the State for Family Planning Services. The sum of Columns 13 and 14 should equal the Total Amount Required in Column 12.

Enter subtotals and totals for each Column (12 through 14). Enter the fringe benefit rate applicable to employees of the agency and multiply the total in each column to arrive at the grand total for personal services. Fringe benefit components must be detailed on Page B2c.

See Sample on next page

SAMPLE of Page B2a

Personal Service Items	Employee Initials	Professional License or Certificate # and Type	Annual Salary Rate	# Mos	%Time	Functional Cost Centers					Total Amount Required	Applicant Funds	State Funds Requested
						% Time Adminis -trative	% Time Program Support	% Time Clinical	% Time Outreach/ Education	% Time Other			Family Planning Services (including HIV & STD services)
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Director	M.B.	CCCCCCC	$75,000	12	100	50		50			$75,000	$45,000	$30,000
Clinician	T.K.	CCCCCCC	$60,000	12	50			95	5		$30,000	$15,000	$15,000

Fringe Benefit Rate Breakdown (Page B2c)

Provide all fringe benefit components included in your calculation of the fringe benefit rate. Show breakdown of fringe benefit rate into component percentages.

Detailed Narrative OTPS Budget Request (Pages B3a, B3b & B3c):

1. Contractual:

This section (Page B3a) includes the acquisition of all personal services as well as property or equipment purchased through a formal lease contract agreement.

- Specific line items must be categorized as "Direct Patient Care" (per diem staff and lab services) or “Other” (Bookkeeping, payroll or audit services.)
- Provide name of Consultant or Contractual Positions, period of performance, description of duties, rate/hour or fee.
- Itemize staff training consultants under "Staff Development."
- The list of laboratory services must include the number and cost of each test. The laboratory tests required for the provision of a contraceptive method are included, if additional tests are provided, include those as well.
- Provide the cost allocation methodology for shared expenses where indicated on the top of the form and indicate which expense subcategory(ies) it applies to.

Carry subtotals over to Summary Budget Request on Page B1, line a.

2. Equipment:

Planned equipment purchases for the grant year are to be noted on Page B3b. Equipment is defined as a piece of tangible property costing $300 or more and having a useful life of 3 years or more.

- The cost of a single unit or piece of equipment includes necessary accessories.
- If the applicant policy provides that the charges for transportation, protective in-transit insurance and installation are a part of the cost of the equipment, such charges will be included in the equipment costs.
- Equipment must be categorized as either "Direct Patient Care" or "Other."
- Equipment Leases are expensed under Contractual.

Carry subtotal over to Summary Budget Request on Page B1, line b.

3. Staff Development:

Include a detailed breakdown of costs incurred for stipends, travel, tuition, and registration fees and other charges for staff development on Page B3b.

Description of Training: Include description of training, number and name/title of staff attending.
Training Consultants: Include name of consultant, period of performance, description of duties, rate/hr. or fee.
Travel Per Diem: Include, as applicable, per diem, means of travel, mileage rate, number of miles.
Other: Training material purchased for "in house" instruction and other services used to provide training to project staff is included in this section under Other.

Carry subtotal over to Summary Budget Request on Page B1, line c.

4. Other: All other allowable costs incurred exclusively for the project pursuant to the agency's normal operation of the Family Planning Program are included on Page B3c. Include the allocation methodology used for shared expenses under the appropriate category.

Direct Medical Service Supplies: Provide list of and cost for medical and lab supplies, consumable supplies, vaginal therapeutics and other pharmaceutical supplies and Other (i.e. educational supplies, office supplies).

Contraceptive Supplies: Average cost per cycle or item (include range of costs for these) include all contraceptive methods (example: 100 shots depo @ $25 each - $2500). These numbers represent a best estimate based on past usage and current goals and needs.

Travel:
- Client Travel - bus tokens, van, or other transportation services provided to clients
- Staff Travel - for direct patient services between clinic sites, to meetings, etc. (e.g., agency cars, tokens, taxi, etc.) Calculate approximate mileage by travel rate; include agency approved mileage rate.

Communications: List categories, including telephone, postage, printing, and advertising. Include a detailed description of the effort and proposed expenditures.

Maintenance & Operations: Include occupancy costs (square foot value of space and total square footage), utilities, and janitorial services. Capital improvement expenses are not allowed. Costs for operating mobile vans, approved as part of the original application, are allowable and may include: staff (including a driver), insurance, fuel and routine maintenance or leasing expenses. As with other services, charges should be based on percent of effort.

Other**:** All other items or services purchased for the provision of family planning services. Break down by category (i.e., subscriptions, recruitment, miscellaneous, etc.) Miscellaneous line is limited to $250. All miscellaneous items costing more than $250 must be lined out separately.

Carry subtotals over to Summary Budget Request on Page B1, line d.

Sources of Other Income (Form B4)

In-Kind Contributions - Specify In-Kind contributions such as services, materials, equipment or space, and the assigned a dollar value.
Other Sources – List separately funding received from other grant funding, types of payment received for services provided by the project, private foundation grants and fundraising efforts(including any third party and federal funding, e.g. direct Title X funds, Section 330 grants).

Total must equal the total amount budgeted as Applicant Funds (column 2) on the Summary Budget Request (Form B1).

Attachment 2.9

APPENDIX B

Attachment 2.9

Applicant Name: _____

Summary Budget Request

NYS FPP, FY January 1, 2012 - December 31, 2012

	Total Amount Required (sum of column 2,3)	Applicant Funds (complete Rows 4a-4d below)	State Funds Requested Family Planning Services
	1	2	3
1. PERSONAL SERVICE			
a. Total P/S	$0	$0	$0
2. OTHER THAN PERSONAL SERVICE			
a. Contractual	$0	$0	$0
b. Equipment	$0	$0	$0
c. Staff Development	$0	$0	$0
e. Other	$0	$0	$0
f. TOTAL OTPS	$0	$0	$0
3. TOTAL DIRECT COSTS[1]	$0	$0	$0

4. SOURCE OF APPLICANT FUNDS	
a. Applicant	
i. Unrestricted Funds	
ii. In-Kind Contributions	
b. Other Grant Funds	
c. Payment for Services	
i. Title XIX (Medicaid)	
ii. Other	
d. Total Applicant Funds (must equal Column 2, Total Direct Costs, above)	0

[1]Sum of Total P/S and Total OTPS

Applicant Name: _____

Detailed Personal Service Budget Request
NYS FPP, FY January 1, 2012 - December 31, 2012

Personal Service Items [1] 1	Employee Initials 2	Prof. License or Cert. No. & Type [2] 3	Annual Salary Rate 4	# Mos 5	% Time on Project 6	Functional Cost Centers*					Total Amount Required 12	Applicant Funds 13	State Funds Requested
						% Time Admin. 7	% Time Program Support 8	% Time Clinical 9	% Time Outreach Education 10	% Time Other 11			Family Planning Services 14

1.	Subtotal Personal Service, This Page	$0	$0	$0
2.	Subtotal Personal Service, additional page(s)			
3.	Total Personal Service, All Pages	$0	$0	$0
4.	Fringe Benefit Rate %			
5.	**Grand Total, Personal Service**	$0	$0	$0

[1] List each separately, group by title and subtotal group
[2] Include Licensure or Certification No. type (examples: MD, NP, RN, etc.)
*** Sum of Columns 7 through 11 should equal 100%**

Applicant Name: _____

Detailed Personal Service Budget Request - Continuation

NYS FPP, FY January 1, 2012 - December 31, 2012

Personal Service Items [1] 1	Employee Initials 2	Prof. License or Cert. No. & Type [2] 3	Annual Salary Rate 4	# Mos 5	% Time on Project 6	Functional Cost Centers*					Total Amount Required 12	Applicant Funds 13	State Funds Requested
						% Time Admin. 7	% Time Program Support 8	% Time Clinical 9	% Time Outreach Education 10	% Time Other 11			Family Planning Services 14
Subtotal Personal Service, This Page											$0	$0	$0

[1] **List each separately, group by title and subtotal group**

[2] **Include Licensure or Certification No. type (examples: MD, NP, RN, etc.)**

*** Sum of Columns 7 through 11 should equal 100%**

Applicant Name: _____

Fringe Benefit Rate

NYS FPP, FY January 1, 2012 - December 31, 2012

FRINGE BENEFITS

	TOTAL	PERCENT
Health Insurance		
FICA		
Workers' Comp		
Retirement		
Total	0.00	0.00%

B2c

Applicant Name: _____

OTPS Detailed Narrative Budget Request
NYS FPP, FY January 1, 2012 - December 31, 2012

Provide Allocation Methodology for shared expenses and indicate which subcategory(ies) it applies to. **Allocation Methodology:**	Total Amount Required[1]	Applicant Funds	State Funds Requested
			Family Planning Services
	1	2	3
1. CONTRACTUAL			
Consultants			
Other			
Subtotal, CONTRACTUAL	**0**	**0**	**0**

[1] Sum of columns 2 & 3

Applicant Name: _____

OTPS Detailed Narrative Budget Request
NYS FPP, FY January 1, 2012 - December 31, 2012

Provide Allocation Methodology for shared expenses and indicate which subcategory(ies) it applies to. **Allocation Methodology:**	Total Amount Required [1] 1	Applicant Funds 2	State Funds Requested Family Planning Services 3
2. EQUIPMENT			
Subtotal, EQUIPMENT	**0**	**0**	**0**
3. STAFF DEVELOPMENT Description of Training / Staff Attending Training Consultants Travel Per Diem Other			
Subtotal, STAFF DEVELOPMENT	**0**	**0**	**0**

[1] Sum of columns 2 & 3

Applicant Name: _____

OTPS Detailed Narrative Budget Request
NYS FPP, FY January 1, 2012 - December 31, 2012

Provide Allocation Methodology for shared expenses and indicate which subcategory(ies) it applies to. **Allocation Methodology:**	Total Amount Required[1] **1**	Applicant Funds **2**	State Funds Requested Family Planning Services **3**
4. Other			
Direct Medical Service Supplies — Number x Cost Type			
Contraceptive Supplies — Number x Cost Type			
Subtotal, Supplies and Materials	0	0	0
Travel			
Staff Travel — Approved Agency mileage rate _____			
Subtotal, Travel	0	0	0

Applicant Name: _____

OTPS Detailed Narrative Budget Request

NYS FPP, FY January 1, 2012 - December 31, 2012

Provide Allocation Methodology for shared expenses and indicate which subcategory(ies) it applies to. **Allocation Methodology:**	Total Amount Required[1] **1**	Applicant Funds **2**	State Funds Requested Family Planning Services **3**
Communications			
Subtotal, Communications	0	0	0
Maintenance & Operations Rent			
Subtotal, Maintenance & Operations	0	0	0
Other			
Subtotal, Other	0	0	0
Subtotal, OTHER (All categories)	**0**	**0**	**0**

[1] Sum of columns 2 & 3

Applicant Name: _____

Detail of Contractor Funds Supporting Initiative
NYS FPP, FY January 1, 2012 - December 31, 2012

Source of Funds	Amount
In-Kind contributions, e.g., rent, utilities	
Other Sources, please specify source(s):	
Total[1]	0

[1] Must equal the total amount budgeted as Applicant Funds (column 2) on the Summary Budget Request (Form B1).

Attachment 3.1

Letter of Intent to Submit Application

Due to the Bureau of Maternal and Child Health by **August 31, 2011**

New York State Department of Health

Bureau of Maternal and Child Health

Ms. Deborah Joralemon
Family Planning Program
Bureau of Maternal and Child Health
New York State Department of Health
Corning Tower, Room 1805
Empire State Plaza
Albany, New York 12237-0621

Re: Letter of Intent to Apply

Dear Ms. Joralemon,

_____(agency name)_____has received the New York State Department of Health's Request for Applications for Family Planning and Reproductive Health Care Services and intends to submit an application for Comprehensive Family Planning and Reproductive Health Care Services

We intend to submit the completed application for consideration to the Bureau of Maternal and Child Health by September 30, 2011 4:30 PM. I understand that submission of a Letter of Intent guarantees a receipt of written responses to the questions submitted for the Applicants' Conference as well as any amendments to the RFA and that information will be posted on the NYSDOH's website, .

The contact person for our proposal is _____.

He/She may be reached at: _____.

(Area Code - Telephone Number)

E-mail address: _____.

Sincerely,

(Name/Title)_____

Attachment 3.2

Attachment 3.2

REGISTRATION FOR APPLICANT TELECONFERENCE

due August 31, 2011

New York State Department of Health

Bureau of Maternal and Child Health
Application for Funding for Comprehensive Family Planning and Reproductive Health Care Services

_____I/we intend to participate in the applicants' conference call for the Request for Applications (RFA) for Comprehensive Family Planning and Reproductive Health Care Services on **September 8, 2011**:

Agency/Individual applicant(s): _____

Address: _____

Title(s): _____

Telephone Number: _____

Fax Number _____

E-mail address: _____

The **Registration for Applicant Teleconference** form must be received via E-mail* or mail by ***August 31, 2011*** to:

Deborah Joralemon
Family Planning Program
Bureau of Maternal Child Health
New York State Department of Health
Room 1805, Corning Tower
Empire State Plaza
Albany, New York 12237-0621
fprfa@health.state.ny.us

***Note: E-mail responses must contain all of the above information**.

Attachment 3.3

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):

_____

_____

___

CONTRACTOR (Name and Address):

_____

___

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:
__ __ - __ __ - __ __ or ( ) EXEMPT:
(If EXEMPT, indicate basis for exemption):

___

_____

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

_____

CONTRACTOR IS( ) IS NOT( ) A SECTARIAN ENTITY

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

.NYS COMPTROLLER'S NUMBER:

. ORIGINATING AGENCY CODE:

_____

. TYPE OF PROGRAM(S)

_____

. INITIAL CONTRACT PERIOD

. FROM:

. TO:

. FUNDING AMOUNT FOR INITIAL PERIOD:

_____

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

_____

_____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget

_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX G	Notices
____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

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

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

_____ _____

Contract No. _____

_____ _____

CONTRACTOR STATE AGENCY

_____ _____

By: _____ By:_____

(Print Name) (Print Name)

_____

Title: _____Title:_____

Date: _____Date_____

. State Agency Certification:

. "In addition to the acceptance of this contract,

. I also certify that original copies of this signature

. page will be attached to all other exact copies of

. this contract."

_____ _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on

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

_____
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE . STATE COMPTROLLER'S SIGNATURE

_____

Title: _____ Title:_____

Date: _____ Date: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be

used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope 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 A1.

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.

D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at http://www.osc.state.ny.us/epay.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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-2.

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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

November, 2010

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

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

(b) PRIVACY NOTIFICATION**.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

NYS Vendor ID: 000000000

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

BUSINESS ENTITY INFORMATION			
Legal Business Name		**EIN (*Enter 9 digits, without hyphen*)**	
Address of the Principal Place of Business/Executive Office		**New York State Vendor Identification Number**	
		Telephone ext.	**Fax**
E-mail	**Website**		
Authorized Contact for this Questionnaire			
Name:		**Telephone ext.**	**Fax**
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) ☐ Corporation (including PC)	**Date of Incorporation**
b) ☐ Limited Liability Co. (LLC or PLLC)	**Date Organized**
c) ☐ Limited Liability Partnership	**Date of Registration**
d) ☐ Limited Partnership	**Date Established**
e) ☐ General Partnership	**Date Established** **County (if formed in NYS)**
f) ☐ Sole Proprietor	**How many years in business?**
g) ☐ Other	**Date Established**

If Other, explain:

1.1 Was the Business Entity formed in New York State? ☐ **Yes** ☐ **No**

If 'No' indicate jurisdiction where Business Entity was formed:

☐ **United States** **State** _____

☐ **Other** **Country** _____

1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? ***Note: Select 'not required' if the Business Entity is a General Partnership.*** ☐ **Yes** ☐ **No** ☐ **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? ☐ **Yes** ☐ **No**

Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered.

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

I. BUSINESS CHARACTERISTICS	
1.4 Is the Business Entity a Joint Venture? *Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity compromising the Joint Venture.*	☐ Yes ☐ No
1.5 Does the Business Entity have an active Charities Registration Number?	☐ Yes ☐ 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?	☐ Yes ☐ No
Enter DUNS Number	
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	☐ Yes ☐ No ☐ Yes ☐ 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:	
☐ Owned ☐ Rented Landlord Name (if 'rented') _____ ☐ Other Provide explanation (if 'other')	
Is space shared with another Business Entity?	☐ Yes ☐ No
Name of other Business Entity _____ Address _____ City State Zip Code Country	
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	☐ Yes ☐ No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
Name	Title
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
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)		☐ Yes ☐ 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?		☐ Yes ☐ No
Individual's Name	Position/Title with Affiliate	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
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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.	☐ Yes ☐ 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?	☐ Yes ☐ No
4.1 been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	☐ Yes ☐ No
4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 had any New York State Labor Law violation deemed willful?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
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VII. LEGAL PROCEEDINGS **Within the past five (5) years, has the Business Entity or any Affiliate**	
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?	☐ **Yes** ☐ **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?**	☐ **Yes** ☐ **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?	☐ **Yes** ☐ **No** ☐ **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?	☐ **Yes** ☐ **No** ☐ **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?	☐ **Yes** ☐ **No** ☐ **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?**	☐ **Yes** ☐ **No** ☐ **N/A**
8.4 a debarment from any government contracting process?	☐ **Yes** ☐ **No** ☐ **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
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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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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)?**	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ 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
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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
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Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or 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 questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her 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 the information disclosed in the 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 New York State contracting entities or OSC 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

APPENDIX A-1
(REV 10/08)

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, 31U.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 ortechnical 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 (otherthan 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 orleased 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 towhich 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 theseinstructions, 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. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. 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; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
        - Appendix C - Section II, Progress and Final Reports;
        - Appendix D - Program Workplan will require OSC approval.

    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.

13. 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**:

    - **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
    - **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**:

    - **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
    - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
    - **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. 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.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

16. 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 B

BUDGET
(sample format)

OrganizationName:

_____

Budget Period: Commencing on: _____ Ending on:

_____

Personal Service

% Time Annual Number	Total Amount Devoted to Title	Budgeted From Salary	This Project	NYS

Total Salary
_____
Fringe Benefits (specify rate)
_____
TOTAL PERSONAL SERVICE:
_____

Other Than Personal Service	Amount
Category	
Supplies	
Travel	
Telephone	

Postage

Photocopy

Other Contractual Services (specify)

Equipment (Defray Cost of Defibrillator) _____

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL

_____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: ***(required)***

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ 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:

- ❶ 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

- ❶ 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:

- ❶ the end of the first *<monthly or quarterly>* period of this AGREEMENT; or

- ❶ 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. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at http://www.osc.state.ny.us/epay.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller

Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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 or quarterly>* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

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.

G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs

during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

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 G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

[*Insert Contractor Name*]
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Agency Code 12000
APPENDIX X

Contract Number:_____ Contractor:_____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es)_____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

This amendment *is*__ *is not*__ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

$_____ From ___/_____/____ to ____/____/____.
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

$_____ From ___/_____/____ to ____/____/____.

This will result in new contract terms of:

$ _____ From ___/_____/____ to ____/____/____.
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number:___________ Contractor:___________________________

Amendment Number: X-_____

_ _

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

CONTRACTOR SIGNATURE:

By:__________________________________ Date: ___________________________

(signature)

Printed Name:____

Title:____

STATE OF NEW YORK)

) SS:

County of _____________)

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

____

(Signature and office of the individual taking acknowledgement)

_ _

STATE AGENCY SIGNATURE

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

By:__________________________________ Date:________________________________

(signature)

Printed Name:____

Title:____

_ _

ATTORNEY GENERAL'S SIGNATURE

By:_____ Date:_____

STATE COMPTROLLER'S SIGNATURE

By:_____ Date:_____

Attachment 3.4

Attachment 3.4

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 Vender 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 3.5

NYS Vendor ID: 000000000

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

BUSINESS ENTITY INFORMATION			
Legal Business Name		**EIN (*Enter 9 digits, without hyphen*)**	
Address of the Principal Place of Business/Executive Office		**New York State Vendor Identification Number**	
		Telephone ext.	**Fax**
E-mail	**Website**		
Authorized Contact for this Questionnaire			
Name:		**Telephone ext.**	**Fax**
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) ☐ Corporation (including PC)	**Date of Incorporation**
b) ☐ Limited Liability Co. (LLC or PLLC)	**Date Organized**
c) ☐ Limited Liability Partnership	**Date of Registration**
d) ☐ Limited Partnership	**Date Established**
e) ☐ General Partnership	**Date Established** **County (if formed in NYS)**
f) ☐ Sole Proprietor	**How many years in business?**
g) ☐ Other	**Date Established**

If Other, explain:

1.1 Was the Business Entity formed in New York State? ☐ **Yes** ☐ **No**

If 'No' indicate jurisdiction where Business Entity was formed:

☐ **United States** **State** _____

☐ **Other** **Country** _____

1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? ***Note: Select 'not required' if the Business Entity is a General Partnership.*** ☐ **Yes** ☐ **No** ☐ **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? ☐ **Yes** ☐ **No**

Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered.

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

I. BUSINESS CHARACTERISTICS	
1.4 Is the Business Entity a Joint Venture? *Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity compromising the Joint Venture.*	☐ Yes ☐ No
1.5 Does the Business Entity have an active Charities Registration Number?	☐ Yes ☐ 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?	☐ Yes ☐ No
Enter DUNS Number	
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	☐ Yes ☐ No ☐ Yes ☐ 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:	
☐ Owned ☐ Rented Landlord Name (if 'rented') _____ ☐ Other Provide explanation (if 'other')	
Is space shared with another Business Entity?	☐ Yes ☐ No
Name of other Business Entity _____ Address _____ City State Zip Code Country	
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	☐ Yes ☐ No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
Name	Title
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
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)		☐ Yes ☐ 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?		☐ Yes ☐ 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.	☐ Yes ☐ 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?	☐ Yes ☐ No
4.1 been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	☐ Yes ☐ No
4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 had any New York State Labor Law violation deemed willful?	☐ Yes ☐ 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**	
7.4 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?	☐ **Yes** ☐ **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?**	☐ **Yes** ☐ **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?	☐ **Yes** ☐ **No** ☐ **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?	☐ **Yes** ☐ **No** ☐ **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?	☐ **Yes** ☐ **No** ☐ **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?**	☐ **Yes** ☐ **No** ☐ **N/A**
8.4 a debarment from any government contracting process?	☐ **Yes** ☐ **No** ☐ **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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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)?**	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ 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: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or 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 questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her 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 the information disclosed in the 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 New York State contracting entities or OSC 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