

RFA #11-0003/FAU # 1108121229

New York State Department of Health

AIDS Institute

Division of Epidemiology Evaluation and Research

Bureau of Sexually Transmitted Disease

Prevention and Epidemiology

Request for Applications

2012 – 2016 STD DISEASE INTERVENTION SERVICES

KEY DATES

RFA Release Date: 10/20/11

Questions Due: 11/03/11

**RFA Updates and
Questions & Answers Posted: 11/17/11**

Letter of Interest Due: 11/23/11

Applications Due: 12/07/11 by 5:00 p.m.

DOH Contact Name and Address: Robert J. Reed, Director
Bureau of STD Prevention and
Epidemiology
New York State Department of Health
Corning Tower, Room 1168
Empire State Plaza
Albany, NY 12237

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I. INTRODUCTION

A. Description of Initiative

This project is funded by the Comprehensive STD Prevention Systems (CSPS) grant from the Centers for Disease Control and Prevention (CDC) and reflects CDC recommendations and guidelines for program operations as well as Centers for Disease Control and Prevention “Recommendations for Partner Services Programs for HIV infection, Syphilis, Gonorrhea and *Chlamydia*”. MMWR 2008; 57 (No.RR-9): [1-64].¹

Through this grant, the NYS Department of Health (NYS DOH) seeks to prevent and control the spread of sexually transmitted diseases among residents of New York State exclusive of New York City (ROS). Funding made available is intended to reduce morbidity and mortality from STDs through implementation of partner services and by using multiple strategies, including oversight of state-mandated STD services provided by county health departments. Major program components include: surveillance, training and education, screening services, research and evaluation and in collaboration with the AIDS Institute’s Bureau of HIV/STD Field Services, partner services, which includes patient interviews, partner elicitation/notification, and counseling and referral services for STDs and HIV. NYS DOH support of local partner service activities provides the flexibility which allows for immediate response to morbidity increases or outbreaks.

The use of these funds is specifically limited to the support of the Disease Intervention Specialist (DIS), also referred to as Public Health Advisors (PHA) or Communicable Disease Investigators (CDI). These funds cannot be utilized to support supervisory positions or employees that function as such.

During the contract period, changes in CDC and/or New York State Department of Health recommendations and/or guidelines may result in modifications to the project and will be incorporated in the successful applicant’s work plan.

B. Background/Intent

Sexually transmitted diseases (STDs) result in considerable economic and health consequences. For syphilis, health consequences in the infected individual can include irreversible damage to the central nervous system (manifested as dementia, blindness or paralysis), as well as damage to other organs and death. The fetus of an infected mother may be stillborn, or born with neurologic impairment, blindness or severe musculoskeletal deformities. The majority of *Chlamydia* infections go undetected, as 75 percent of females and 50 percent of men with *Chlamydia* do not have symptoms which would prompt them to seek care. Similarly, infection with *Neisseria gonorrhoeae* is often asymptomatic in women; however, in men it usually results in symptomatic urethritis.

The consequences of untreated chlamydial and gonococcal infection are severe. Up to 40 percent of infected women with untreated disease will develop pelvic inflammatory disease. Of women with pelvic inflammatory disease, 20 percent will become infertile, 18 percent will develop chronic pelvic pain and six percent will experience a life-threatening ectopic pregnancy. Maternal infection can be vertically transmitted to the fetus resulting in ophthalmic conjunctivitis

and pneumonia. Furthermore, the risk of transmission of human immunodeficiency virus is increased 2–5 fold.

STDs are the most commonly reported communicable infections in New York State. In 2009, reportable STDs accounted for over 119,000 cases in New York State. *Chlamydia* ranked first among all reportable communicable diseases with over 92,000 cases and gonorrhea ranked fourth with over 16,000 cases.

The combined strategies of surveillance, case management, and partner notification of STDs, specifically syphilis, *Chlamydia* and gonorrhea are integral to the control and interruption of disease transmission. Decreasing trends in reported STD morbidity corroborate that these traditional approaches to STD prevention and control have been effective in New York State.^{2, 3} Conversely, research shows that scaling back of STD control efforts leads to a dramatic increase in morbidity.

In 2007, CDC established a new strategic priority referred to as Program Collaboration and Service Integration (PCSI). PCSI is a mechanism for organizing and blending interrelated health issues, activities and prevention strategies to promote comprehensive delivery of services. CDC encourages public health programs to implement programs in naturally synergistic ways, to collaborate and use resources wisely, and to use epidemiologic data to identify opportunities to intervene in the transmission of multiple infections in a coordinated way. Applicants for this RFA are encouraged to align disease intervention activities with PCSI goals in order to maximize prevention opportunities.

C. Availability of Funds

The funding for this Request for Applications (RFA) will be provided through the CSPS Grant and Public Health Campaign funding.

There is a total of \$650,000 in funding available to support four awards as follows:

-- Awards will be made to the two highest scoring applicants from the Metropolitan Region (eligible counties include Nassau, Suffolk, and Westchester) not to exceed \$190,000 per award; and,

-- Awards will be made to the two highest scoring applicants from the Upstate Region (eligible counties include Albany, Erie, Monroe, and Onondaga) not to exceed \$135,000 per award.

- If there are an insufficient number of acceptable applications from either of the two regions (Metropolitan or Upstate), funds may be transferred to the other region, funding (or partially funding) the next highest scoring application.
- If additional funds become available, funding may be awarded to the next highest scoring application, regardless of region.
- In the event of a tie score, the applicant with the highest score in the ***Demonstration of Need*** section will receive the award.

II. Who May Apply

Minimum Eligibility Requirements

Eligible counties in New York State, (excluding New York City), defined as those that reported either > 25 cases of early syphilis or > 400 cases of gonorrhea or >1000 cases of *Chlamydia* for calendar year 2009, will be eligible to apply. Following is the list of the eligible counties: Albany, Erie, Monroe, Nassau, Onondaga, Suffolk, and Westchester.

Counties applying for this funding should demonstrate the capacity to provide and support STD disease intervention services. This includes: field epidemiology, case interviews, partner elicitation/notification, counseling, and referral services for STDs. In addition, the county should provide adequate space for the employee and appropriate equipment including a computer.

III. PROJECT NARRATIVE/WORK PLAN OUTCOMES

A. Expectations of Project

The mission is to prevent and control sexually transmitted diseases and their complications in ROS. STDs are overwhelmingly the leading category of reported communicable diseases in NYS. The expectation of this project is to support the infrastructure that is necessary to provide STD disease intervention services, including patient interviewing, counseling and education, partner referrals/services, and partner notification. Funding will be used to reduce morbidity and mortality from STDs. Counties applying for this funding will have to demonstrate the capacity to provide and support STD disease intervention services. This includes: field epidemiology, case interviews, partner elicitation/notification, counseling, and referral services for STDs. The use of these funds is specifically limited to the support of individuals acting as DIS, PHA, and/or CDI.

The DIS, PHA, and/or CDI is a well-trained, professional investigator who is trained to:

- Interview patients with sexually transmitted infections;
- Determine potential source of infection and facilitate assessment and treatment;
- Locate those to whom it had been spread since it was acquired.

B. Problems/Issues to be Solved Through this RFA

STDs are the most common reportable diseases in NYS with *Chlamydia* and gonorrhea ranking first and fourth, respectively. Prevention and control of STDs relies on core functions of surveillance and epidemiologic investigations. The major issue to be solved through this RFA is the identification and reduction of sexually transmitted diseases in ROS through patient interviewing, counseling and education, and partner referral/notification.

C. Important Notes for Applicants

Applicants should adhere to established Federal and State recommendations and guidelines for partner services programs, as outlined in the CDC Program Operational Guidelines for STD Prevention; and in the NYS Department of Health Bureau of STD Prevention and Epidemiology Field Manual which has been issued to all County STD Programs.

Awardees will be responsible for case follow-up/disease intervention activities related to cases within their jurisdiction. This includes non-residents currently housed or institutionalized within

the county boundaries (hospitals, jails, youth detention centers, etc.).

The NYS DOH will conduct on-site monitoring visits on a regular basis and will periodically provide mentoring and guidance to field staff.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health AIDS Institute/Division of Epidemiology Evaluation and Research/Bureau of STD Prevention and Epidemiology. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase and Letter of Interest

All substantive questions should be submitted in writing to:

Mr. Robert J. Reed, Bureau Director
New York State Department of Health
Bureau of STD Prevention and Epidemiology
Empire State Plaza
Corning Tower, Room 1168
Albany, New York 12237

E-mail address: rjr04@health.state.ny.us

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

In addition, questions of a technical nature can be addressed by sending a note to Mr. Robert J. Reed at rjr04@health.state.ny.us or via telephone by calling (518) 474-3598. Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all clarifications and exceptions, including those relating to terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on the Department's public website at: <http://www.health.ny.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

Submission of a Letter of Interest is encouraged but not mandatory. The Letter of Interest should be received by the date posted on the cover page of the RFA. Failure to submit a Letter of Interest will NOT preclude the submission of an application. A sample Letter of Interest format is included as Attachment 2 of this RFA.

C. Applicant Conference

An Applicant Conference will not be held for this project.

D. How to file an application

An original and six (6) copies of the application **must be received** at the address listed below by **5:00 pm** on the date listed on the cover of this document. **Late applications will not be accepted***.

The original application should be clearly identified and bear the original signature of the County Commissioner submitting the application or his/her designee indicating his/her commitment to the proposed project (see Attachment 4, Letter of Commitment).

All applications should be sent to the following address:

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

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 email.**

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

E. The NYS 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 the following time period: May 1, 2012 through December 31, 2016. Continued funding throughout this project period is contingent upon satisfactory contractor performance and availability of funds.

G. Payment Methods and Reporting Requirements

The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

New York State Department of Health
Bureau of STD Prevention and Epidemiology
Corning Tower, Room 1168
Empire State Plaza
Albany, NY 12237

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. Payment terms will be:

Vouchers will be submitted on a quarterly basis. On each voucher, be sure to specify the contract number, the dates for which the voucher is being submitted and the amount being requested.

Vouchers will only be processed when accompanied by an acceptable narrative quarterly progress report.

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

H. General Specifications

1. By signing the Application Cover Page (Attachment 12) each applicant attests to its express authority to sign on behalf of the applicant
2. Contractors 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 IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from the RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the

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

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

I. Appendices Included in DOH Grant Contracts

The following will be incorporated as appendices into any contract(s) resulting from this Request for Applications (Attachment 1).

APPENDIX A - Standard Clauses for All New York State Contracts

APPENDIX A-1 Agency Specific Clauses

APPENDIX B - Budget

APPENDIX C - Payment and Reporting Schedule

APPENDIX D - Workplan

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.

APPENDIX G - Notifications

V. Completing the Application

A. Application Content and Format

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

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. UP TO 5 POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

- Maximum number of pages: 16 (excluding the cover page, budget and attachments)
- Font size: **12-point**, unreduced, Times New Roman
- Double spaced

Failure to follow these guidelines may result in a deduction of up to 5 points. Points for incorrect formatting will be deducted as follows:

Incorrect font size	-1.0
Incorrect font style	-1.0
Application exceeds 16 pages	-2.0
Application is not double spaced	-1.0

The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

1. Demonstration of Need	(3 pages) (Maximum Score: 15 points)
2. Partner Services Experience/Capacity	(8 pages) (Maximum Score: 40 points)
3. Quality Assurance	(3 pages) (Maximum Score: 15 points)
4. Training and Professional Development	(2 pages) (Maximum Score: 10 points)

- e. Please include a current organizational chart, reflecting all individuals associated with STD disease intervention services.

3. Quality Assurance (15 points, 3 pages)

- a. Please describe your quality assurance monitoring system that addresses the following areas of partner services performance:
 - case assignments and worker productivity;
 - worker skills assessment;
 - forms management, i.e., forms initiation, assignment, review and submission, and systems to assess timeliness, completeness and accuracy; and
 - collaboration/integration with other local health department programs, medical providers, and community partners.
- b. Describe your system for evaluating skill assessment and development of staff (including, but not limited to case reviews, field audits, pouch reviews, and interview audits).
- c. Describe your procedures in place for forms management including how forms are initiated, assigned, monitored, reviewed, and submitted. Include processes in place that will ensure timeliness, completeness, and accuracy.
- d. Describe the degree to which you collaborate with other appropriate staff to pursue program goals at the County, Regional and State level.

4. Training and Professional Development (10 points, 2 pages)

Disease Intervention Specialists (DIS) are expected to complete a recommended training and orientation plan that includes:

- successful completion of the *Employee Development Guide* (EDG) and practical experiences that include laboratory visits and observations of interviews and field visits (6-8 weeks on average);
- attending the nine-day *Introduction to Sexually Transmitted Disease Intervention* (ISTDI) training course (as soon as possible after completing the EDG); and
- attending the four-day *Advanced Sexually Transmitted Disease Intervention* (ASTDI) training course within 1 year (federal guidelines recommend six months) of attending the ISTDI training course.

Updated training and orientation plan requirements for DIS will be specified by NYSDOH once the CDC Passport to Partner Services curriculum update is completed.

There are additional training standards for DIS and other staff who perform HIV partner notification roles. Since that training is supported under other funding it is not specified here.

STD supervisory staff supervising DIS funded under this funding are expected to attend (or have attended) the standardized CDC four-day *STD Intervention for Supervisors* (STDIS) and the four-day *Principles of STD Supervision* training courses (see

Attachment 9). Funding (including travel costs) for all of the above training is a county responsibility.

The New York State STD/HIV Prevention Training Center Partner Services and Program Support is funded by CDC to deliver these standardized courses in the 13 states of the U.S. Eastern Quadrant; therefore, out-of-state travel may be required in order to receive timely training.

Supervisors are required to attend quarterly supervisors meetings and/or participate in the quarterly supervisors calls conducted by the NYS DOH BSTDPE Technical Assistance Unit.

- a. Provide copies of training and orientation protocol(s) used to ensure that staff are appropriately and adequately trained to provide STD intervention activities. In addition, please complete Attachment 9: “STD Disease Intervention Services Training and Professional Development Staffing Plan.”
- b. Please describe your system for training, orientation, and development of new employees.

5. Budget (20 points, Attachment 10)

Complete the attached budget forms (Attachment 10). All costs should be reasonable, cost-effective and directly related to activities described in the application. Justification for each cost should be submitted in narrative form. The budget pages and justification are not counted in the page total.

- a. Complete the budget forms as directed for a 12-month period for five consecutive years beginning with 01/01/12. The applicant can apply for the salary and fringe benefits for up to two field workers based on their demonstration of need. The BSTDPE will accept a documented fringe benefit rate of up to 45%. If the fringe rate requested is over the allotted 45%, the amount of the additional percentage will be reduced from the total budget. In addition, the applicant can apply for up to \$1,200 in travel expenses per FTE. Please include your county’s funding that supports STD disease intervention services. This includes both the funding that you are requesting under this RFA, as well as any in-kind contribution from your county.
- b. Budgeted costs should relate directly to the activities described in the application. The amount requested should be reasonable with respect to proposed services and be cost-effective.
- c. Budgeted items should be justified and fundable under state guidelines.
- d. Administrative/indirect costs will be capped at 5% of the total award.

Ineligible budget items will be removed from the budget before it is scored. Ineligible items are those determined by NYSDOH personnel to be inadequately justified in relation to the proposed program or are not fundable under existing state and federal guidance (OMB circulars). The budget amount requested will be reduced to reflect the removal of the ineligible items.

This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.

B. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by staff from the NYSDOH, AIDS Institute, Division of Epidemiology Evaluation and Research, Bureau of STD Prevention and Epidemiology using an objective rating system reflective of the required items specified.

There is a total of \$650,000 in funding available to support four awards as follows:

-- Awards will be made to the two highest scoring applicants from the Metropolitan Region (eligible counties include Nassau, Suffolk, and Westchester) not to exceed \$190,000 per award; and,

-- Awards will be made to the two highest scoring applicants from the Upstate Region (eligible counties include Albany, Erie, Monroe, and Onondaga) not to exceed \$135,000 per award.

- If there are an insufficient number of acceptable applications from either of the two regions (Metropolitan or Upstate), funds may be transferred to the other region, funding (or partially funding) the next highest scoring application.
- If additional funds become available, funding may be awarded to the next highest scoring application, regardless of region.
- In the event of a tie score, the applicant with the highest score in the *Demonstration of Need* section will receive the award.

In selecting applications and determining award amounts, reviewers will consider the following factors:

- demonstration of need for proposed services;
- agency capacity and experience to provide proposed services;
- the applicant's access to the target population(s);
- the appropriateness of the evaluation strategy;
- relevance and justification of costs included in the budget.

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

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

VI. Attachments to be submitted with the Application

- Attachment 3: Application Checklist
- Attachment 4: Letter of Commitment
- Attachment 5: Disease Intervention Quarterly Report Grid
- Attachment 9: Training and Professional Development Staffing Plan
- Attachment 10: Budget Forms
- Attachment 12: Application Cover Page

GRANT CONTRACT (MULTI YEAR)

STATE AGENCY (Name and Address):
 NYS Department of Health
 Bureau of STD Prevention & Epidemiology
 ESP Corning Tower Building, Room 1168
 Albany, NY 12237

NYS COMPTROLLER'S NUMBER: _____

ORIGINATING AGENCY CODE: _____

CONTRACTOR (Name and Address): _____

TYPE OF PROGRAM(S) _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

INITIAL CONTRACT PERIOD _____

MUNICIPALITY NO. (if applicable): _____

FROM:

TO:

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

FUNDING AMOUNT FOR INITIAL PERIOD:

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

MULTI-YEAR TERM (if applicable):

FROM:

TO:

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

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A State	Standard clauses as required by the Attorney General for all 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
_____	APPENDIX _____	Business Associate Agreement
_____	APPENDIX _____	_____

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. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as "Funding Amount for Initial Period" on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, 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 A-1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the

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

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

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- 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 518-486-1255. 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.

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-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, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

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

- c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25,

1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.

9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. 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)

Organization Name:

Budget Period:

Commencing on: _____ Ending on: _____

Personal Service

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

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 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

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

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

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

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

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

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

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

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. 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 518-486-1255. 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 30 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the New York State Department of Health, Bureau of Sexually Transmitted Disease Prevention & Epidemiology, ESP Corning Tower Building, Room 1168, Albany, NY 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- 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

Organization Name:

Report Type:

- A. Narrative/Qualitative:

(Organization Name) will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a report, in narrative form,

summarizing the services rendered during the quarter. This report will detail how the (Organization Name) has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

(Organization Name) will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

(Organization Name) will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

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

APPENDIX D

DISEASE INTERVENTION WORK PLAN

Contract Cycle: January 1 – December 31

GOAL 1: **To reduce morbidity and mortality from all Syphilis.**

Objective 1

100% of all Syphilis will be **reported** to NYSDOH.

Objective 2

100% of priority reactive serology will be **assigned** within 24 hours of receipt of laboratory results.

Performance measures are based only on grant funded positions

Objective 3 98% of early Syphilis cases **assigned** will be interviewed.
80% of early cases assigned will be re-interviewed within seven (7) calendar days from date of original interview.

Objective 4 75% of early Syphilis cases **assigned** for interview will take place within seven (7) calendar days from date of assignment.

Objective 5

- 85% of partners to early syphilis will be examined.
- 80% of partners to early syphilis will be examined within seven (7) calendar days from date initiated.
- 90% of partners eligible for therapy will receive treatment.

Objective 6 Maintain a Disease Intervention Index (DII) of 1.0 for syphilis.

Performance measures are based only on grant funded positions

GOAL 2: **To reduce the morbidity and mortality from Gonorrhea.**

Objective 1 Refer for treatment all untreated or inadequately treated cases of gonorrhea.

Objective 2 ≥ 65% of Gonorrhea cases assigned will be interviewed within seven (7) calendar days from date of assignment. Assignments must be in accordance with the NYS BSTDC Priority Grid, or an approved local priority grid.

- Objective 3** 85% of partners to Gonorrhea will be examined.
- Objective 4** 80% of partners to Gonorrhea will be examined within seven (7) calendar days from date of assignment.
- Objective 5** 95% of partners to Gonorrhea, eligible for therapy will receive treatment.
- Objective 6** Maintain a Disease Intervention Index (DII) of 0.45 for Gonorrhea.

Performance measures are based only on grant funded positions

GOAL 3: To reduce the morbidity and mortality from *Chlamydia*.

- Objective 1** Refer for treatment all untreated or inadequately treated cases of *Chlamydia*.
- Objective 2** $\geq 65\%$ of *Chlamydia* cases assigned will be interviewed within seven (7) calendar days from date of assignment. Assignments must be in accordance with the NYS BSTDC Priority Grid, or an approved local priority grid.
- Objective 3** 85% of partners to *Chlamydia* will be examined.
- Objective 4** 80% of partners to *Chlamydia* will be examined within seven (7) calendar days from date of assignment.
- Objective 5** 80% of partners to *Chlamydia*, eligible for therapy will receive treatment.
- Objective 6** Maintain a Disease Intervention Index (DII) of 0.45 for *Chlamydia*.

Performance measures are based only on grant funded positions

GOAL 4: Maintain Quality Assurance for all disease intervention activities

- Objective 1** Conduct and document by use of the BSTDC forms and CDC standardized Program Operations Guidelines (POG) forms, quality assurance activities.
- Objective 2** Develop and conduct educational and outreach activities, to promote STD prevention and/or testing activities.

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:

\$ _____
(Value before amendment)

From ____ / ____ / ____ to ____ / ____ / ____.
(Initial start date)

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

\$ _____

From ____ / ____ / ____ to ____ / ____ / ____.

This will result in new contract terms of:

\$ _____
(All years thus far combined)

From ____ / ____ / ____ to ____ / ____ / ____.
(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: _____
(signature)

Date: _____

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: _____
(signature)

Date: _____

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Date: _____

Sample Letter of Interest

RFA #11-0003/ 1108121229

2012 – 2016 STD Disease Intervention Services

Robert J. Reed, Bureau Director
New York State Department of Health
Bureau of STD Prevention and Epidemiology
Corning Tower, Room 1168
Empire State Plaza
Albany, NY, 12237

Dear Mr. Reed:

This letter is to indicate our interest in the above Request for Applications (RFA).

Sincerely,

Name
Title
Applicant Agency
Address
Email

APPLICATION CHECKLIST
RFA #11-0003/ 1108121229
2012-2016 STD Disease Intervention Services

Submission Requirements Checklist

Please be sure that your application adheres to the following submission requirements and indicate compliance with these requirements by placing a check in the applicable box below.

FORMAT

- An **original and six (6) copies** of the application are included;
- The portion of the application to which page limits apply does not exceed **16 double-spaced pages** (not including the cover page, workplan, budget and attachments);
- The application uses a **12-point unreduced Times New Roman font**;
- The application has **one-inch margins** on all sides;
- All copies are **legible**;
- All pages are **numbered**; and
- All attachments are **clearly marked**.

Please arrange your application in the following order and note inclusion of applicable elements by placing a check mark in the adjacent box.

- Letter of Commitment (Attachment 4)
- Application Checklist (Attachment 3)
- Application Cover Page – (Attachment 12)
- Demonstration of Need (3 pages)
- Partner Services Experience/Capacity (8 pages)

- Disease Intervention Quarterly Report Grid (Attachment 5)
- Current organizational chart that reflects all individuals associated with STD disease intervention services
- Quality Assurance (3 pages)
- Training and Professional Development (2 pages)
- Training and Professional Development Staffing Plan (Attachment 9)
- Budget Forms (Attachment 10)

Attachment 4

**Sample Letter of Commitment from County Commissioner
or Equivalent Official**

**2012 – 2016 STD Disease Intervention Services
RFA # 11-0003/ 1108121229**

Date

Valerie J. White
Deputy Director
Administration and Data Systems
NYSDOH/AIDS Institute
ESP, Corning Tower, Room 478
Albany, NY 12237

Dear Ms. White:

The County Commissioner (***or Equivalent Official***) of (***Applicant Organization***) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the solicitation STD Disease Intervention Services.

The County Commissioner (***or Equivalent Official***) is committed to providing the related services and certifies that program staff are qualified, appropriately trained and have sufficient agency resources to effectively implement the program.

The County Commissioner (*or Equivalent Official***) attests as an applicant that the organization meets the following eligibility requirements (please check the applicable boxes):**

- Is a local health unit in one of the following counties:
- Albany
 - Erie
 - Monroe
 - Nassau
 - Onondaga
 - Suffolk
 - Westchester

AND

- Reported >25 cases of early syphilis for calendar year 2009; or
- Reported >400 cases of gonorrhea for calendar year 2009; or
- Reported >1000 cases of Chlamydia for calendar year 2009

Sincerely,

County Commissioner (***or Equivalent Official***)

DISEASE INTERVENTION 2009 REPORT GRID

Disease	Total Assigned Per Unit	Total IX	% IX ¹	# Re-IX	% Re-IX ²	Total # Partners Elicited	# Partners Examined	% Partners Examined ³	# Partners TX	% Partners TX ⁴
Syphilis										
Chlamydia										
Gonorrhea										

Disease	Total IX	Total # of Partners with A Dispos	Total # of Partners with C Dispos	TX Index ⁵
Syphilis				
Chlamydia				
Gonorrhea				

*IX = Interview; TX = Treatment; A Dispo = Preventive Treatment; C Dispo = Infected, Brought to Treatment

¹ % IX=Total Interviewed/Total Assigned, ² %Re-IX=# Re-IX/Total IX, ³ %Partners Examined=#Partners Examined/#Partners Elicited

⁴ %Partners TX=#Partners Treated/#Partners Examined, ⁵ TX Index=(# Partners w/A Dispo + #Partners w/C Dispo)/Total # IX

TASKS AND STANDARDS FOR FIELD REPRESENTATIVES (For investigations with traditional locating information)

I. Conduct interviews of patients infected with a Sexually Transmitted Disease in a manner which best contributes to the interruption of disease transmission. Ensure rapid, confidential examination of persons at-risk in order to prevent disease acquisition/complication/congenital transmission.

SYPHILIS

1. Interview 98 percent of the early stage cases assigned.
2. Interview 75 percent within seven days of assignment.
3. Maintain a Disease Intervention Index (DII; A and C closures per cases interviewed) of 1.00 for all early syphilis cases interviewed.
4. Maintain a cluster examination index (CEI) of 0.50 for all early syphilis case interviews.
5. Conduct at least one re-interview for 80 percent of the early cases interviewed within seven days.
6. Effect/confirm medical examination of 85 per cent of all persons identified as contacts to early infection.
7. Effect examination of 80 per cent of all contacts to early syphilis examined within 7 days.
8. Ensure prophylactic therapy to 90 per cent of all contacts eligible for such therapy.
9. Disposition 85 per cent of all priority reactors within 7 days.

GONORRHEA

1. Interview ≥ 65 per cent of priority cases assigned.
2. Interview 65 per cent of priority cases within seven days of assignment.
3. Maintain a Disease Intervention Index (DII) of 0.45
4. Effect/confirm medical examination for 85 per cent of all persons identified as contacts.
5. Effect examination of 80 per cent of all contacts examined within 7 days.
6. Ensure prophylactic therapy to 95 per cent of all contacts eligible for such therapy.
7. Disposition 85 per cent of all “infected, needs treatment” within 14 days.

CHLAMYDIA

1. Interview ≥ 65 per cent of priority cases assigned.
2. Interview 65 per cent all of priority cases within seven days of assignment.
3. Maintain a disease intervention Index (DII) of 0.45.
4. Effect/confirm medical examination for 85 per cent of all persons identified as contacts.
5. Effect examination of 80 per cent of all contacts examined within 7 days.
6. Ensure prophylactic therapy to 80 per cent of all contacts eligible for such therapy.*
7. Disposition 85 per cent of all “infected, needs treatment” within 14 days.

* Expedited Partner Therapy (EPT) regulations issued October 2010 (Title 10 NYCRR 23.5) permits treatment of partners for *Chlamydia* without medical examination. These partners will not be included in this measure.

II. Complete required epidemiologic reports.

- A. Initiate all reports of patient interviews within 24 hours of interview, complete as quickly as possible, and submit to supervision for review and direction.
- B. Document all pertinent patient information on common Major Analytical Points Sheets, O. I. Information Sheets, or within the case file, as instructed.
- C. Document all pertinent investigative efforts on the FR.
- D. Submit reports which are complete and legible, within established deadlines.

III. Conduct HIV activities in a professional and sensitive manner.

PROVIDER FOLLOW-UP

Contact provider within 72 hours of assignment of report (laboratory, provider, or Interstate call) to collect necessary information to begin Partner Notification if indicated.

PARTNER NOTIFICATION ASSISTANCE

Perform partner notification interviews and partner referral's consistent with the New York State HIV Surveillance and Partner Assistance Program Policies and Guidelines.

1. Initial attempt to interview Index case will occur within 72 hours of assignment or provider's request.
2. Initial investigation of contacts will occur within 72 hours of elicitation or assignment.

IV. Establish/maintain professional relationships which contribute to the goals of the Bureau and the Department.

- A. Conduct visits to screening/treatment sites, emergency rooms, laboratories and community-based organizations to facilitate surveillance and reporting and educational activities as assigned.
- B. Participate in meetings with host agencies to promote communication, effect problem resolution, and enhance the Bureau's presence at the local level, as assigned.
- C. Conduct oneself in a professional, diplomatic, and tactful manner at all times, especially with patients, colleagues, and supervisors.
- D. Accept/carry out all other duties assigned by the supervisor.
- E. Adhere to NYSDOH Confidentiality and Security Guidelines and demonstrate respect for patient confidentiality in the performance of all tasks and responsibilities.

**Tasks and Standards
(Supervisor)**

PUBLIC HEALTH REPRESENTATIVE II

1. Organizes and directs staff assignments to ensure appropriate and equitable clinic/office coverage's and adequate field time.
 - A. Schedules individuals' assigned coverage and, except in emergency cases, gives employees reasonable notice of such schedules.
 - B. Reviews daily field workload and individuals' field itineraries.
 - C. Adjusts individuals' workloads as necessary to maintain quality productivity.
2. Directs priority interviews and field investigation activities
 - A. Reviews priority laboratory reports, case reports, and/or clinic medical records in pre-investigation/pre-interview conference with assignee.
 - B. Reviews results of all syphilis interviews, immediately when possible, or within 24 hours; frequently reviews gonorrhea and *Chlamydia* interviews with emphasis on problematic cases, such as repeaters or "no contact" interviews.
 - C. Reviews results of problem field investigations immediately or within 24 hours.
 - D. Identifies potential problem field situations through review/identification of repeat failures of patients to maintain verbal contracts, incidents of employee harassment, uncooperative, medical care providers, sites of illicit (therefore dangerous) activities.
 - E. Documents on appropriate forms all salient direction regarding follow-up, re-interviewing, cluster interviewing, and other related activities.
3. Evaluates subordinates' interviewing and investigative techniques.
 - A. Documents indicators of quality in the interview process by a minimum of one formal interview audit per month for each subordinate.
 - B. Documents indicators of quality in the investigation process by a minimum of one formal field audit per month for each subordinate.

Attachment 7 (continued)

4. Trains/orients employees.
 - A. Arranges appropriate orientation for new employees with the local health unit and the Departments' Regional/Field Office, inclusive of confidentiality training appropriate to the duties and tasks of the employee.
 - B. Provides the new employee an initial training base using the module system prepared by the Division of STD/HIV, Centers for Disease Control, and the STD Prevention and Epidemiology Program's 20-Day Orientation Plan.
 - C. Conducts monthly meetings for all subordinate staff to conduct case analyses, address problem situations/issues, review/discuss specific operational processes, and generally develop the individuals' understandings of the epidemiologic successes, shortcomings, and short and long term strategies to address disease control in the jurisdiction.
5. Establishes and maintains effective working relationships with host area officials, agencies, individuals who have an impact on the control program, and staff members.
 - A. Contributes to the improvement of inter-agency relationships.
 - B. Integrates federal and state requirements with local program needs.
 - C. Displays tact, diplomacy, and professionalism in the conduct of all activities.
 - D. Shows respect for patient confidentiality and adherence to confidentiality/security policies in all activities.
 - E. Maintains a work environment in which employees are encouraged to perform at the highest level.
 - F. Initiates actions which are non-discriminatory and enhance equal employment opportunity for the staff.
6. Acts as liaison between local area of responsibility (including staff) and higher level management.
 - A. Recognizes and responds appropriately to the need for providing information to and for consultation with higher level management regarding all local matters.
 - B. Governmental and program regulations, guidelines, and protocols are accurately communicated to all staff members.
 - C. Concerns, recommendations, and complaints of field staff are communicated to senior level management with sufficient alacrity to contribute to problem resolution.
 - D. Subordinate staff members demonstrate a working knowledge of federal, state, and local protocols specific to their unit.

Attachment 7 (continued)

7. Maintains effective local reporting systems.
 - A. Demonstrates detailed knowledge of local reporting practices.
 - B. Establishes monitoring systems to ensure accurate, complete, and timely reporting of STD's within local area.
8. Submits interview and investigative records and reports, narratives, and statistical reports as requested.
 - A. Reports are submitted on or before previously identified due dates.
 - B. Reports are accurately completed according to prearranged formats and typed or written as specified.
 - C. All mathematical calculations are accurate and verified.
 - D. Narrative reports are legible with accurate grammar and punctuation.
9. Maintain local records systems.
 - A. Records are accurately and promptly filed and are easily retrievable.
 - B. Records are organized in a manner which best supports investigative or any other disease control activity.
10. Provides program assistance not considered part of the routine assignment, including a variety of epidemiological, clinical, professional liaison or other tasks.
 - A. Demonstrates the ability and willingness to operate well in a broad variety of roles.

New York State Department of Health Prioritization Grid

Prioritizing Activities

Surveillance and epidemiologic intervention are core activities of the Bureau. We effectively detect infection and provide appropriate medical intervention; we insure that systems for early detection and rapid treatment are available to prevent transmission and complications.

Local STD units must follow established minimum criteria that determine which patients will be assigned for follow-up. Patients may be assigned for referral for treatment and/or interview. Many factors contribute to each unit's decision of what to assign. Syphilis cases are afforded highest priority and are tracked statewide, based upon childbirth indicators, an age/titer mix, and an assessment of the duration of infection. The matrix below shows how all syphilis reactors receive attention.

*The first line of defense against disease in any community is the ability to **identify untreated or inadequately treated disease (surveillance)** and insure **timely referral (intervention)** to insure appropriate treatment – regardless of disease (syphilis, gonorrhea, or *Chlamydia* infection).*

Field referral of untreated disease (location, education, referral, follow-up to insure compliance (**insistent persistence**) to the point of treatment with urgency and intensity *reduces the time for complications to development and reduces the potential for spread.*

These processes place you in a position to educate, develop prevention messages, and introduce **partner referral services** (self-referred or program assisted). This is clearly *the second line of defense* against disease and complications or, specifically, the **referral of persons at high risk as a result of exposure to a person infected during a defined critical period where disease could have been transmitted.**

Prioritizing is a useful activity when time constraints demand that choices be made, and should not be limited to organizing field activities based on a rigid hierarchy. There should be an effort to efficiently address all cases assigned. Competing priorities should be discussed with a supervisor.

Hierarchy of priority – immediate action: referral and treatment; interview by the worker within 24 hours; closure of the case by the supervisor within 72 hours of the last disposition:

- **Referral of all untreated early syphilis** - most expedient method possible as long as failed referral is followed immediately with field contact,
- **Interview all early syphilis - in person,**

Attachment 8 continued

- **Locate and refer all named partners and social contacts** to early syphilis cases through rigorous investigative efforts (*telephone, e-mail, letter, etc.*),
- **Perform immediate field effort for any failed referral (as appropriate)**

Submission of Syphilis Paperwork:

- Send Bureau of STD Prevention and Epidemiology Central Office (Suzanne Whitford) the green copy of the Interview Record (IR) on syphilis interviews within 24 hours after **assignment**. (This includes interviews for all 710, 720, 730, and 740 or unknown cases. The stage can be changed in central office at a later time).
- Since interviews are not performed on 745 late latent cases, central office does not need a copy of a green IR on these cases. The yellow copy of the IR and the white copy of the Field Record (FR) should be submitted at the appropriate time (see last bullet).
- Case closure on all syphilis investigations should occur 30 days after the original interview is completed.
- Supervisors have 72 hours to review and sign off on the case. Once signed, the supervisor must immediately forward all copies to central office.
- Completed paperwork on all syphilis cases must be submitted to central office within 45 days after the assignment. This includes the yellow copy of the IR and the white copy of the FR for the original patient as well as the white copies of FRs on all partners.

Having no early syphilis assignments that would preclude intensity equal to the above, the following issues should be pursued with that same intensity:

Referral/treatment within 48 hours

Interview within 7 days

Closure within 2 weeks

- **Referral of** all untreated gonorrhea or Chlamydia* by the most expedient method possible as long as failed referral is followed immediately with field contact.
- Original patient **interview** of gonorrhea from core areas or *Chlamydia*, females < 20, pregnant females and repeaters (multiple infections within 90 days).
- **Referral** of all named partners from gonorrhea or *Chlamydia* interviews, field, telephone or (e) mail referral, all investigative efforts, *immediate field effort for any failed referral*.

*(Treatment assurance for Chlamydia cases diagnosed in NYC STD clinics is only allowed for Suffolk, Nassau, and Westchester Counties)

Attachment 8 continued

REACTOR FOLLOW-UP

Essential elements to efficient surveillance and intervention include an electronic or paper record keeping system consisting of a log to record incoming laboratory results (reactors), files for field records (FRs) and interview records (IRs), confidential case reports, and a registry of past serology results (19-As).

Steps in serologic reactor follow up:

1. Record search the registry (including ICCR), closed IRs, FRs, and expected in box. *Administratively close* all reactors with adequate therapy for previous infection, or for patients with a serologic history that does not indicate new infection. Update the (electronic) serology registry.
2. Initiate for investigation all Non-reactive RPRs with reactive confirmatory results.
3. Log and assign all reactors < under age 65 who do not meet administrative closure criteria.
4. Log and assign all reactors age ≥ 65 with titers 1:8 or higher and who do not meet administrative closure criteria.
5. Send a query letter (see sample next page) to the patient's physician requesting a diagnosis for patients over age 65 whose titers are lower than 1:8. If no response is received within 2 weeks, administratively close the case.

If consultation with the health care provider or physician is not achievable, interview all patients who are confirmed or suspected of having an early infection, pregnant females, and patients with symptoms.

Standards for Conducting HIV Index Patient Original Interviews

- Within 2 business days of assignment, an attempt to contact the testing provider to confirm post test counseling and review the need for partner services will be made.
- Within 2 business days of confirmation of post test counseling and the need for PS, a contact with the index patient for an interview must be attempted.
- Within two weeks, at least three attempts (including two field visit attempts when appropriate) should be made to contact the patient. If these attempts have not yielded an interview, the investigation should be brought to the supervisor for evaluation.
- Partner Services Specialists (PSS) are strongly encouraged to re-interview the index patient approximately 7-10 days following the original interview.

Attachment 8 continued

- The PSS should advise the provider that the patient has not been engaged if the interview does not take place. If the patient presents to the provider's office at a later date, or additional locating information is received, the PSS may reopen the investigation and meet with the index patient at a later time.

Data Collection and Forms Management

- At the time of assignment (retrieval from the electronic tracking system), the PSS will create a buff Field Record form. All investigative activity concerning the index patient must be entered on the reverse side of the buff and updated on electronic tracking within 3 business days of action.

Standards for Conducting Notification of Partners to HIV

- Within one business day of receiving/confirming reported information and or the index case interview, the electronic interview record (PNAP Tracking) will be updated to reflect information about all identified partners and any additional information obtained relative to the index case.
- Within one business day, FRs will be developed for each identified partner and will reflect all available locating and descriptive information and the agreed upon plan with the index case, if applicable for location and notification of the partner.
- Within 2 business days of development of the FR, staff will initiate the first field contact; within 24 hours of interim findings and final action, all new information regarding each partner will be documented.
- Immediately close any case that records confirm as having been notified within the last 30 days.
- After 2 weeks or 3 non-productive field visits, all notification follow-up activities should be closed, at the discretion of the supervisor and subject to local priorities and operating standards. Partners who remain the responsibility of the index case or the medical provider will be subject to individualized or agreed upon time frames.
- Close notification follow-up activity at such time as the partner asserts firm resistance to notification efforts; notification is a voluntary process.

**STD Disease Intervention Services
Training and Professional Development Staffing Plan**

Pt. I: Staff Listing and Training

- List each county employee who will work as disease intervention staff, regardless of funding source.
Include any disease intervention staff positions to be hired as TBD.
- List any additional disease intervention staff (e.g., NYSDOH regional STD staff) who will provide disease intervention services for the county.
- For each disease intervention staff person listed (county and NYSDOH), check off which designated partner services training they have received.
- For staff who need recommended training, it will be important to incorporate a plan for completion of training of county level disease intervention employees in the workplan. Check if employee has completed each course:

Disease Intervention staff county will utilize:	Introduction to STD Intervention Two-Week Course (ISTDI)	Advanced Sexually Transmitted Disease Intervention CDC four- day (ASTDI)
1. _____	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	<input type="checkbox"/>	<input type="checkbox"/>
7. _____	<input type="checkbox"/>	<input type="checkbox"/>

Pt. II: Supervision/Technical Oversight

- List the first-line county staff who will provide the technical STD supervision and which supervisory training courses have been completed:

	CDC STD Intervention for Supervisors (STDIS)	CDC Principles of STD Supervision
1. _____	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Page 1 - Summary Budget

A. Please list the amount requested for each of the major budget categories. These include:

1. Salaries
2. Fringe Benefits
3. Supplies
4. Travel
5. Equipment
6. Miscellaneous Other (includes Space, Phones and Other)
7. Subcontracts/Consultants
8. Administrative Costs

B. The column labeled Third Party Revenue should only be used if a grant-funded position on this contract generates revenue. This could be either Medicaid or ADAP Plus. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third Party Revenue column.

Page 2- Personal Services

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

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

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

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

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

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

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

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

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

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

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

Page 3 - Fringe Benefits and Position Descriptions

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

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

Page 4 -Subcontracts

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

Page 5- Grant Funding From All Other Sources

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

Page 6 - Budget Justification

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

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

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

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

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

Personal Services Total	
Sum of A & B	
OTPS Total	
Sum of C through H	

** If applicable to RFA*

Fringe Benefits and Position Descriptions

Contractor:

Contract Period:

Federal ID #:

If additional space is needed, attach justification on page 1a.

Indicate typical work week: _____ The _____

Col 3 x Col 4 x Col 5

FRINGE BENEFITS

1. Does your agency have a federally approved fringe benefit rate?

Contractor must attach a copy of federally approved rate agreement.

YES

Approved Rate (%) : _____

Amount Requested (\$) : _____

NO

Complete 2-6 below.

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

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

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

5. Date of most recently audited financial statements: _____

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

6. Requested rate and amount for fringe benefits: _____

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

Rate Requested (%) : _____

Amount Requested (\$) : _____

POSITION DESCRIPTIONS

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Position Descriptions (cont.)

Contractor:

Contract Period:

Federal ID #: If additional positions are provided, include the contract page 1a.

Indicate typical work week for

The

Col 3 x Col 4 x Col 5

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

Title:

Contract Duties :

Subcontracts/Consultants

Contractor:

Contract Period:

Federal ID #: If additional proposals are submitted, please refer to page 1a.

Indicate typical work week for The

Col 3 x Col 4 x Col 5

Show anticipated use of revenue

SUBCONTRACTS/CONSULTANTS :

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

Agency/Name

Description of Services

Amount

If additional proposals are submitted, please refer to page 1a.

Indicate typical work week for The

Col 3 x Col 4 x Col 5

Show anticipated use of

Total : _____

Grant Funding from All Other Sources

Contractor:

Contract Period:

Federal ID #:

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

Funding Source	Total Funding Amount	Funding Period	Program Summary

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

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

References

¹ Centers for Disease Control and Prevention. Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea and *Chlamydia*. MMWR 2008;57(no. RR-9): [1-64].

² Du P., Coles F.B., Gerber T., et.al. Effects of partner notification on reducing gonorrhea incidence rate. Sex Transm Dis 2007;34:189-94.

³ Han Y., Coles F.B., Muse A., et.al. Assessment of a geographically targeted field intervention on gonorrhea incidence in two New York state counties. Sex Transm Dis 1999;26:296-302.

Application Cover Page
RFA #11-0003
2012-2016 STD Disease Intervention Services

Name of Agency: _____

Contact Person (please type or print): _____

Contact Person's Signature: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Eligibility Requirements:

Please check county from the following list of eligible counties:

Albany Erie Monroe Nassau Onondaga Suffolk Westchester

AND

Please check one or more boxes:

Reported >25 cases of early syphilis for calendar year 2009

Reported >400 cases of gonorrhea for calendar year 2009

Reported >1000 cases for *Chlamydia* for calendar year 2009

Total Amount of Funding Requested: _____