

**New York State Department of Health AIDS Institute
Clinical Education Initiative
Request for Applications (RFA)
RFA#: 1305170759
Internal program # 12-0006**



Component A: HIV/Hepatitis C Center for Excellence (HIV/HCV Center)

Component B: STD Center for Excellence (STD Center)

Component C: Resource Center for Excellence (Resource Center)

RFA Release Date.....July 10, 2013

Deadline to Submit Questions..... July 24, 2013

RFA Updates and Questions and Answers Posted.....July 31, 2013

Letter of Interest Due.....August 7, 2013

Applications Due.....August 21, 2013 by 5:00 PM

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How to File an Application

An original application and six copies must be received at the following address by 5:00 pm on August 21, 2013.

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Late Applications will not be accepted. See page 27 of the RFA for more instructions.

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I. Introduction

A. Description of the Program

The New York State Department of Health AIDS Institute is seeking to re-solicit its statewide Clinical Education Initiative (CEI) to enhance the capacity of New York's diverse health care workforce to deliver clinical services to improve health outcomes related to HIV, sexually transmitted diseases (STDs) and hepatitis C (HCV). The initiative will build upon and integrate the Department of Health's past experience supporting clinical education activities related to these infectious diseases and will employ both in-person and the latest distance learning and digital health technologies. The aims of the CEI are fourfold: 1) provide progressive HIV, HCV and STD education to clinicians; 2) disseminate AIDS Institute clinical practice guidelines; 3) expand the base of providers able to diagnose and care for HIV, HCV and STD patients; and, 4) foster partnerships between community-based providers and HIV, HCV and STD specialists. Emphasis will be placed on maintaining a flexible approach that can adapt to rapid changes in teaching content as well as advances in teaching method as distance learning and digital technologies evolve. The AIDS Institute (AI) is seeking to fund three centers as follows: HIV/HCV Center for Excellence, STD Center for Excellence and the Resource Center for Excellence.

B. Background/Intent

The New York State Department of Health AIDS Institute was established in 1983 by the state legislature to lead the state's response to the human immunodeficiency virus (HIV). For more than 20 years, the AIDS Institute's HIV Clinical Education Initiative (CEI) has served as a vital part of the health care landscape, building capacity of health care providers to diagnose and care for patients living with HIV, as well as promote HIV prevention for patients at risk. HIV CEI has delivered approximately 300 educational programs and reached close to 9,000 clinical providers annually. In addition, the HIV CEI has maintained an on-line training environment hosting a plethora of mobile tools, learning modules and Continuing Education Courses accessed by thousands of providers annually. Over the last decade, with increasing recognition of high rates of HIV/HCV co-infection, the AIDS Institute's CEI provided training around care and treatment for HIV/ Hepatitis C co-infection, as well as training to build provider capacity to diagnose and treat chronic hepatitis C.

Since 1996, the Bureau of Sexually Transmitted Disease Control, located in the Department of Health's Center for Community Health, supported the activities of an STD Center for Clinical Excellence. The STD Center for Clinical Excellence provided training to ensure the presence of a statewide clinical infrastructure to diagnose and treat STDs, as well as training on this important topic for clinicians in the general health care system. In 2010, a realignment of the New York State Department of Health brought the Bureau of STD Prevention and Epidemiology into the AIDS Institute. In addition, consistent with the Centers for Disease Control and Prevention's efforts to promote Program Collaboration and Service Integration, the New York State Department of Health is actively promoting the care and management of STDs within health care organizations.

As a result of the above described evolution, the AIDS Institute is now responsible for developing policy and coordinating New York State's response to HIV, HCV and STDs. The Clinical Education Initiative that will be supported by this Request for Applications will serve to integrate into one initiative all of the AIDS Institute's clinical education activities, including those directed towards HIV, STDs and HCV.

C. Disease-Specific Background Information

Advances in antiretroviral therapy, (ART) have brought about dramatic reductions in morbidity and mortality associated with HIV. Patients who are treated early and effectively managed on ART have high rates of viral suppression, avoid damage to, or restore, immune system functioning, and have essentially the same life expectancies as the general public. In New York State, at the end of 2010, there were more than 156,000 New Yorkers living with HIV infection but approximately 19% of these individuals were unaware of their infection status and hence not taking advantage of these advances in care. Of those with known infection, only 57% were in continuous care and only 45% achieved viral suppression. Primary care providers and other clinical providers who diagnose and treat people living with HIV, benefit from ongoing training to assist them in effective clinical management of these patients, including promoting retention in care and treatment adherence. The diagnosis and management of HIV is complicated by ever changing testing technologies, complexities associated with managing patients who are no longer effectively maintained on first line ART drug regimens and high psycho-social needs of patients. Managing multiple co-morbidities such as HIV/HCV co-infection, co-occurring mental health and substance use problems and other health challenges associated with the aging of these patients, is also an integral part of the clinical context of caring for patients with HIV/AIDS. The AIDS Institute has established the goal of increasing the proportion of newly diagnosed patients linked to clinical care within three months of their HIV diagnosis from 65 percent to 85 percent by 2015. In addition, goals have been established to increase the rate of viral load suppression by 20% among each of the following groups: gay and bisexual men, Blacks and Latinos. In order to attain these goals, health providers caring for patients with HIV will need access to effective clinical education services. Hence, the services outlined in this initiative are an important component of the AIDS Institute's efforts to achieve the above stated goals.

According to the Centers for Disease Control and Prevention (CDC), approximately 3.2 million people are living with HCV (Armstrong et. al, 2006). However, three-quarters of these people don't know that they are infected (IOM, 2010). Chronic HCV is responsible for 40-60% of all liver disease and is the leading cause of liver transplantation in the United States. In New York State, it is estimated that over 200,000 people are living with HCV and most do not know their infection status. To address this problem, the AIDS Institute is working to expand access to the latest screening technologies, providing opportunities for more people to learn their HCV status. Unlike HIV, HCV can be cured and treatment is short term. The latest treatments have improved cure rates to approximately 75%. Studies have shown that earlier diagnosis and treatment leads to better treatment outcomes. A significant barrier to reaping the benefits of these advances in treatment is the shortage of gastroenterologists, hepatologists and other clinical providers trained to manage the latest treatment options. Management of HCV treatment is also complicated by potentially serious side effects, drug toxicities and treatment-induced depression. Shortage of providers able to treat HCV is especially a problem in rural and medically underserved areas of

the state. The 2010-2015 NYS Viral Hepatitis Strategic Plan specifically identifies integrating HCV care and treatment into primary care settings as a strategy for improving access to care and treatment. The Clinical Education Initiative is expected to play a significant role in preparing primary care providers to manage HCV treatments.

In 2011, over 125,000 cases of Chlamydia, gonorrhea and syphilis were reported in NYS. This represented 80% of all reported cases of communicable diseases. However, it must be noted that this does not reflect the true incidence of STDs because reporting of human papilloma virus (HPV), trichomonas and genital herpes is not required. Like other STDs, the presence of bacterial vaginosis is also associated with increased risk for HIV acquisition and transmission due to changes in the vaginal pH, associated loss or imbalance of protective genital tract lactobacilli, and likely effects on genital tract immune function. It is estimated that one in four New Yorkers are infected with an STD. Syphilis, an infection which was close to being eliminated in the US, has serious health consequences which can include irreversible damage to the central nervous system (manifested as dementia, blindness or paralysis), as well as damage to other organs and death. Screening and treatment of syphilis infection among pregnant women has long been a standard of care and should result in the elimination of serious consequences such as stillbirth, neurologic impairment, blindness or severe musculoskeletal deformities in the exposed infant. Untreated chlamydial and gonococcal infections can result in pelvic inflammatory disease (PID) which carries an elevated risk for infertility and life-threatening ectopic pregnancy. The 2013-2017 New York State Prevention Agenda outlines aggressive goals related to decreasing incidence rates of STDs. Traditionally, the public health system has provided a “safety net” for STD diagnosis and treatment. However, STDs are also treated in hospital emergency departments, GYN clinics and by primary care providers and management of STDs outside of dedicated STD clinics is expected to increase with the implementation of the Affordable Care Act. The New York State Department of Health now actively encourages hospitals and health centers to designate a “service home” to coordinate STD diagnosis and treatment and ensure appropriate guidelines and training are in place to manage these cases. The clinical education activities supported by the CEI are critical to building the capacity of the health care settings and to ensure the continuation of the statewide infrastructure for STD treatment and diagnosis in place at local health departments and STD clinics.

D. Goals of the Clinical Education Initiative

The Clinical Education Initiative will play a critical role in assisting New York State in achieving its state and federal goals relative to HIV, STD, Viral Hepatitis prevention, care and treatment as outlined in the National HIV/AIDS Strategy, the 2013-2017 New York State Prevention Agenda, the New York State Viral Hepatitis Strategic Plan and other future policy documents as determined by the AIDS Institute.

The overarching aims of the CEI are to provide progressive HIV, HCV, and STD education to clinicians. The CEI will function to disseminate AIDS Institute clinical practice guidelines and expand the base of providers able to diagnose and care for HIV, HCV, and STD patients. CEI activities will help foster partnerships between community-based providers and HIV, HCV, and STD specialists. Within these overarching aims, the specific goals of the Clinical Education Initiative are to improve the ability of New York State’s diverse health care workforce to:

1. Obtain a sexual history and discuss sexual health issues routinely, accurately and in a matter of fact, non-judgmental manner;
2. Screen asymptomatic but at-risk person populations for HIV, HCV and STDs in accordance with CDC and NYSDOH guidelines;
3. Diagnose, treat and manage patients of all ages living with, HIV, HCV and STDs in accordance with the latest clinical guidelines;
4. Manage complex cases including co-morbidities of HIV, viral hepatitis and STDs;
5. Recognize and address mental health or substance use disorders that may impair prevention efforts for HIV, HCV and STDs and/or complicate management of patients with these co-occurring conditions;
6. Address the challenges commonly faced in clinical practice with treatment adherence and promoting disease-appropriate retention in care for HIV, HCV and STDs;
7. Deliver health care services in a manner that is patient centered, culturally appropriate, sensitive to the patient's literacy level and which enhances patient self-management;
8. Play a role in addressing the significant health inequities present in New York State;
9. Respond to emerging issues, changing epidemiological trends, evolving state or federal policies related to HIV and HCV, and promote program collaboration/service integration;
10. Assist patients with HIV, HCV and STDs in avoiding infecting current or future partners and refer patients with HIV or STDs to the appropriate partner services program to plan for notification of at-risk partners;
11. Engage at-risk patients with tailored HIV, HCV and STD prevention messages and refer those at highest risk to intensive community based prevention services;
12. Comply with New York State case reporting requirements for HIV, HCV and STDs;
13. Work with primary and specialty care providers, other clinical experts and support services staff to maximize patient health outcomes.

E. Objectives of the Clinical Education Initiative

Funded Clinical Education Initiative Training Centers will work independently and together to meet the following objectives that will lead to achieving the above outlined goals:

1. Establish the infrastructure and staffing, including a Medical Director, Program Director, adequate faculty with demonstrated clinical expertise and additional technical experts, commensurate with administering a large scale statewide clinical education initiative;
2. Establish statewide visibility and become a trusted source of clinical education in a manner that actively engages the target audience of clinical providers;
3. Conduct training needs assessment on an on-going basis and continually scan the environment for other related clinical education activities and resources;
4. Develop clinical education interventions consistent with the latest clinical guidelines which address emerging clinical issues and the challenges found in clinical practice;
5. Deliver didactic and case based clinical education interventions using a cost effective mix of traditional in-person training methods and the latest distance learning, tele-consulting and digital health technologies to ensure services are convenient and accessible to busy health care practitioners across the state; (see glossary for definitions)
6. Ensure access to HIV, HCV and STD clinical expertise and training opportunities in areas of New York designated as health professional shortage areas (HPSA), rural areas

- and other areas with a shortage of providers treating HIV, HCV or STDs;
7. Ensure meaningful collaboration across all funded CEI sites, as well as with other state or federally funded HIV, HCV and STD training initiatives;
 8. Evaluate clinical education activities including process and outcome measures that examine the impact of activities on clinical practice and clinical outcomes;
 9. Develop performance measures for major areas of activity, define priorities for improvement and implement improvement strategies based on data;
 10. Establish and promote the services of the statewide CEI telephone line for access to educational consultations for HIV Post-exposure Prophylaxis (PEP) and clinical care for HIV, HCV and STDs;
 11. Collaborate with statewide and regional professional organizations (Attachment 11) to sponsor and promote clinical education opportunities; and,
 12. Award continuing professional education credits to physicians, nurse practitioners, physician assistants, nurses, pharmacists and other clinical staff as directed by the AIDS Institute.

Under this initiative, the AIDS Institute seeks to fund three distinct but related components:

Component A: HIV/Hepatitis C Center for Excellence (HIV/HCV Center)

This funded HIV/HCV Center will establish infrastructure and staffing commensurate with serving as a statewide clinical education program addressing HIV, HIV/HCV co-infection and HCV mono-infection. The HIV/HCV Center will be responsible for developing curricula and clinical education interventions to meet all goals outlined under section I. D with regard to HIV, HIV/HCV co-infection and HCV mono-infection. The Center will establish a statewide presence and conduct ongoing clinical education needs assessments with primary care providers and others who care for patients with HIV and HCV. The funded applicant will deliver a cost effective mix of in-person and distance learning clinical education programs. The funded applicant will work with the Resource Center for Excellence to deliver distance education programs using the latest technologies including tele-consulting, webinar, webcasting, digital health and other emerging distance education technologies. The funded applicant will be responsible for ensuring adequate access to clinical expertise and training in all areas of the state, with a focus on areas designated as HPSAs, rural areas and other areas where HIV or HCV providers are in short supply. The funded applicant will establish a statewide CEI telephone line for access to case-based PEP, STD, HIV and HCV educational consultation. Working in conjunction with the Resource Center, the HIV/HCV Center will promote and evaluate all clinical education activities. The HIV/HCV Center will coordinate all activities in concert with the other Centers funded under this initiative.

Component B: STD Center for Excellence (STD Center)

This funded STD Center will establish infrastructure and staffing commensurate with serving as a statewide clinical education program addressing STDs. The STD Center will be responsible for developing curricula and clinical education interventions to meet all goals outlined under section I. D with regard to STDs. The funded applicant will establish a statewide presence and conduct ongoing clinical education needs assessments with local health department STD clinics, other STD clinics, primary care providers and others who diagnose and treat STDs. The funded applicant will deliver a cost effective mix of in-person and distance learning clinical education

programs including on-site, intensive clinical preceptorships in the STD clinic setting in multiple locations across the state, convening an annual statewide STD conference, as well as regional conferences. (Attachment 11) The STD Center will work with the Resource Center to deliver distance education programs using the latest technologies including tele-consulting, webinar, webcasting, digital health and other emerging distance education technologies. The funded applicant will be responsible for ensuring adequate access to clinical expertise and training in all areas of the state with a focus on areas designated as HPSAs, rural areas and other areas where STD treatment providers are in short supply. Working in conjunction with the HIV/HCV Center, the STD Center will staff the CEI's STD line for case-based educational consultation on STD clinical care. The STD Center will work in conjunction with the Resource Center to promote and evaluate all clinical education activities. The STD Center will coordinate all activities in concert with the other Centers funded under this initiative.

Component C: Resource Center for Excellence (Resource Center)

The funded Resource Center will carry out essential tasks related to building capacity of CEI Centers to employ the latest distance learning and tele-consulting technologies (see glossary). The funded applicant will support the initiative by maintaining the www.ceitraining.org website and all existing CEI digital technology tools. The funded applicant will be expected to remain abreast of the latest developments in distance learning modalities, adapt to ever changing platforms and lead the CEI into new technologies. The Resource Center will establish an on-line registration system, manage requests for training, maintain a provider database and establish an electronic reporting system to track clinical education activities. The Resource Center will work with the AIDS Institute and the CEI Centers to evaluate clinical education activities and the impact of the initiative as a whole. The funded applicant will facilitate calls with all CEI Centers and the AIDS Institute every other month, and as needed, to ensure a high level of coordination and collaboration within the Initiative.

II. Available Funding

A total of \$1,935,000 in State funding will be allocated annually as stated in the chart below.

Component	Funds Available	Number of Awards
A. HIV/Hepatitis C Center for Excellence	\$ 991,500	1
B. STD Center for Excellence	\$ 480,000	1
C. Resource Center for Excellence	\$ 463,500	1

The award amounts proposed for each Component have been established to conform to the funding sources available and ensure adequate coverage for services requested of each Component.

One award will be made to the highest scoring application for each Component. In the event that one application for each Component does not meet an acceptable scoring threshold, the AIDS Institute reserves the option of funding the highest scoring applicant for each Component contingent upon negotiated modifications to the application as agreed upon by the AIDS Institute and the applicant. New York State reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

An organization may apply to serve as only one Center. If more than one application is submitted, the first one opened will be reviewed. All other applications will be rejected.

III. Who May Apply

Minimum eligibility requirements:

All applicants must be located in and conduct business in NYS. Additional minimum eligibility requirements are as follows:

Component A - HIV/Hepatitis C Center for Excellence (HIV/HCV Center)

Eligible Applicants are:

- Not-for Profit Academic medical centers, universities.

Component B - STD Center for Excellence (SCE)

Eligible Applicants are:

- Not-for-profit Academic medical centers that either operate or demonstrate via a letter of agreement a relationship with one or more clinics dedicated to STD care that can be used as a site for preceptorships.

Component C – Resource Center for Excellence (RC)

Eligible Applicants are:

- Not-for-profit Academic medical centers, universities or professional educational organizations, non-profit community-based and professional organizations
- Not For Profit technology companies

IV. Project Narrative/ Work Plan Outcomes

Expectations of the Project - COMPONENT A: HIV/Hepatitis C Center for Excellence (HIV/HCV Center)

The applicant funded to serve as the HIV/HCV Center will be prepared to implement clinical education activities in accordance with the following program characteristics and outcomes which are consistent with the overall program goals and objectives of the initiative as stated in RFA Section I. D, Goals and Section I. E, Objectives.

A. Organizational Infrastructure and Staffing

1. The funded HIV/HCV Center will establish the needed staffing to administer a large scale statewide clinical education initiative addressing HIV and HCV, including:
 - a. Medical Director: The Medical Director will be a NYS-licensed physician with significant demonstrated expertise in the care and treatment of patients with HIV and HIV/HCV co-infection. The responsibilities of the position will include: providing overall clinical leadership for the Center; oversight of the development of the program plan and clinical content of education programs; oversight of

personnel and budget; oversight of outreach, education and evaluation activities and reporting to the AIDS Institute. The Medical Director will maintain active involvement in the AIDS Institute's Clinical Guidelines Program by participating on the Medical Care Criteria Committee. Information about this committee can be obtained at the following link: <http://www.hivguidelines.org/clinical-guidelines/adults/contributors-to-the-guidelines/>

- b. Program Director: The Program Director should have experience coordinating educational programs, developing curricula and working with clinical providers and health care organizations. Responsibilities include program outreach and publicity activities, coordination of program logistics, development of materials and curricula, implementation of program evaluation and collection and reporting of program data to the AIDS Institute.
 - c. Faculty Subject Area Experts: The funded applicant will be responsible for developing and maintaining an adequate panel of faculty/speakers with specific expertise in HIV, HCV and other co-morbid conditions as well as expertise delivering care to populations most affected by HIV and HCV, including injection drug users, men who have sex with men, individuals with multiple sexual partners and others. The Center is encouraged to reach beyond its own institution to form relationships with faculty who are ethnically and regionally diverse. The Center is encouraged to reach out to recruit faculty from the various AIDS Institute Clinical Guidelines Committees. Standardized criteria should be in place to recruit, assess clinical competency and educational effectiveness of all faculty/speakers. Applicants should seek to demonstrate access to an adequate number of faculty to carry out all workplan deliverables. Responsibilities include providing subject specific clinical expertise as needed, developing curriculum and conducting educational sessions on a per diem basis or as a current staff member of applicant's agency. Applicants should seek to demonstrate provisions for providing orientation and ongoing faculty development. See Attachment 7 for stipend reimbursement guidance.
 - d. Administrative, clerical support and information technology staff for the program as needed.
2. The HIV/HCV Center will have access to the infrastructure and other than personnel resources needed to implement a large scale statewide clinical education program. Program staff shall have access to computers, software required for curriculum design and development, access to comfortable appropriately equipped training space at other institutions or hotel or conference centers throughout the state for in-person events. The HIV/HCV Center will collaborate with the Resource Center to ensure access to the multi-media platforms required to conduct distance learning events such as webinars, teleconsulting and digital health communications.

B. Access to the Target Audience and Needs Assessment

1. Target Audience: The primary target audience for this initiative includes primary care providers, emergency department clinicians, internists, family practitioners, OB/GYN, STD and HIV experienced providers. Special emphasis should be placed on providers in Health Professional Shortage Areas (HPSA), rural areas and other areas where HIV providers are in short supply. Clinicians who can be trained under this initiative include physicians, physician assistants, nurse practitioners, registered nurses, dentists, and pharmacists. Non-medical providers who are part of the clinical care team, such as medical case managers, may attend trainings if the need is identified.
2. The HIV/HCV Center will work in concert with the Resource Center to conduct training needs assessment to identify training topics, desired training formats, locations and other aspects of needed clinical training. A needs assessment should be completed in the first three months of the program and be repeated on a periodic basis and at least annually thereafter. The needs assessment will assess individual and community clinical knowledge, skills, utilization of medical educational tools, and accessibility to educational resources in each region/county of the state. (Attachment 11)
3. The HIV/HCV Center will work in concert with the Resource Center to scan the environment for other related clinical education activities and resources.

C. Curriculum Development

Curriculum development and clinical education interventions will be consistent with the goals of CEI and prepare health care providers to:

1. Obtain a sexual history and discuss sexual health issues routinely, accurately and in a matter of fact, non-judgmental manner;
2. Screen asymptomatic but at-risk person populations for HIV, HCV and STDs in accordance with CDC and NYSDOH guidelines;
3. Diagnose, treat and manage patients of all ages living with HIV, HCV and STDs in accordance with the latest clinical guidelines;
4. Manage complex cases including co-morbidities of HIV, viral hepatitis and STDs;
5. Recognize and address mental health or substance use disorders that may impair prevention efforts for HIV, HCV and STDs and/or complicate management of patients with these co-occurring conditions;
6. Address the challenges commonly faced in clinical practice with treatment adherence and promoting disease-appropriate retention in care for HIV and HCV;

7. Deliver health care services in a manner that is patient centered, culturally appropriate, sensitive to the patient's literacy level and which enhances patient self-management;
8. Play a role in addressing the significant health inequities present in New York State;
9. Respond to emerging issues, changing epidemiological trends, evolving state or federal policies related to HIV and HCV and promote program collaboration/ service integration;
10. Assist patients living with HIV and HCV in avoiding infecting current or future partners and refer patients with HIV to the appropriate partner services program to plan for notification of at-risk partners;
11. Engage at-risk patients with tailored HIV, HCV and STD prevention messages and refer those at highest risk to intensive community based prevention services;
12. Comply with New York State case reporting requirements for HIV and HCV;
13. Work with specialty care providers, other clinical experts and support services staff to maximize patient health outcomes.

D. Training Methodologies and Delivery

1. The HIV/HCV Center will deliver clinical education interventions using a cost effective mix of traditional in-person training methods and the latest distance learning modalities such as tele-consulting, webinar, webcasting or other digital health technologies to ensure services are convenient and accessible to busy health care practitioners:
 - a. In-person trainings might include statewide conferences, regional conferences or workshops held in a central location in the region.(Attachment 11)
 - b. For trainings other than clinical preceptorships, a minimum of 60% of courses should be conducted through distance learning.
 - c. 75% of in-person courses should be conducted outside of NYC.
2. The HIV/HCV Center will ensure access to HIV and HCV clinical expertise in areas of New York State designated as HPSAs, rural areas and other areas with a short supply of HIV or HCV providers.
3. The HIV/HCV Center will be prepared to assist a variety of settings with promoting service integration for STDs, HIV and HCV.
4. The HIV/HCV Center will work with the STD Center to assist a variety of settings with promoting service integration for STDs, HIV and HCV, with development of policy and procedures related to screening, diagnosing, and managing patients with STDs, and with identification of an STD "medical home" inclusive of a clinician with ongoing dedication to issues of quality in STD screening, diagnosis, and management.

5. The HIV/HCV Center will play a role in support of the NYS Prevention Agenda 2013 which is a blueprint for state and local community action to improve the health of New Yorkers. The funded applicant will be expected to reach out to state health improvement plan contact people located in local health departments. The funded applicant will be expected to join with local health departments and other Prevention Agenda partners to participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013 -2017* goals.
http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/
6. The HIV/HCV Center will establish the services of the statewide CEI telephone line with 24 hour toll-free consultative support of clinical providers across the state. The CEI line is a clinical consultation line for HIV, HCV and STD clinical care that allows health care providers to discuss case-based clinical care with a clinical expert. The CEI line will serve to foster ongoing educational relationships with expert providers that callers can interact with directly in the future. Educational Consultation is not intended to substitute for direct patient care or to replace formal patient-based consultation. For convenience of the callers, the CEI line will offer consultation organized via three distinct paths from which the caller may select: Post Exposure Prophylaxis; STD; or HIV/HCV. All information provided to callers will be consistent with either AIDS Institute clinical guidelines or CDC STD Guidelines.
 - a. The HIV/HCV Center will staff the PEP Line which will address prevention and treatment services such as PEP, nPEP and PrEP. PEP Line consultative requests require a response within 20 minutes 7 days a week.
 - b. The HIV/HCV Center will staff the HIV/Hepatitis C Line. All responses to the HIV/Hepatitis C Line are expected to occur within 24 hours (or within 72 hours on the weekend) from the time the call was received.
 - c. The HIV/HCV Center's CEI line should include the capacity to direct callers to the STD Line to clinical experts located at the STD Center. This line should be functional from Monday-Friday from 8 am to 8 pm with the capacity for expanding hours of operation in response to identified need. All responses to the STD Line are expected to occur within 24 hours (or within 72 hours on the weekend) from the time the call was received.
 - d. Calls for all three lines should be documented and reviewed by the appropriate Medical Director for prompt response and clinical oversight and a record of the calls submitted as part of the quarterly and annual reports.
7. The HIV/HCV Center will award continuing medical education credits: The Center is responsible for the provision of professional development credits to the clinical audience attending any of the trainings in all three Centers including enduring credits. The Center shall be an approved provider of credits through the Accreditation Council for Continuing Medical Education (ACCME) and the American Nurses' Credentialing Center's Commission (ANCCC).

E. Program Marketing and Training Registration

1. The HIV/HCV Center will work with the Resource Center to establish statewide visibility and become a trusted source of clinical education in a manner that actively engages the target audience of clinical providers.
2. The HIV/HCV Center will work with the Resource Center to register training participants in the full range of clinical education interventions.
3. The Center will utilize standardized CEI branded templates on all promotional materials and at all events.

F. Collaboration

1. The HIV/HCV Center will continually work with the other CEI training Centers to ensure coordination across the initiative, to maximize medical education outcomes and promote the most efficient use of resources.
2. The Medical Director and Program Director will participate in an annual in-person meeting in a location to be determined by the AIDS Institute, as well as web-based meetings to take place at least every other month, or as needed, with the AIDS Institute and key staff from the other CEI Centers.
3. The Center is expected to work seamlessly with the other Centers to facilitate trainings and develop multi-media materials for dissemination to a wider audience and posting to www.ceitraining.org.
4. The Center will collaborate with statewide and regional professional organizations to sponsor and promote clinical education opportunities.
5. The Center will collaborate with federally funded HIV, Viral Hepatitis and STD training initiatives to ensure the best possible clinical education outcomes and promote efficient use of resources.

G. Quality Improvement

1. The HIV/HCV Center shall develop performance measures for major areas of activity, define priorities for improvement and implement improvement strategies based on data.

H. Evaluation and Reporting Requirements

1. The HIV/HCV Center will collaborate with the AIDS Institute and Resource Center to evaluate clinical education activities. Evaluation activities will examine process measures and outcome measures to examine the impact of activities on clinical practice and clinical outcomes.

2. The Center will report on a core set of data elements to be determined by the AIDS Institute that reflect their medical education activities on a quarterly basis within two weeks from the close of the quarter.
3. The Center shall be prepared to report fiscal expenditure information on a quarterly basis.
4. The Center will submit an annual summary report within one month following the close of the contract year using an AIDS Institute approved template.

Expectations of the Project - COMPONENT B: STD Center for Excellence (STD Center)

The applicant funded to serve as the STD Center shall be prepared to implement clinical education activities in accordance with the following program characteristics and outcomes which are consistent with the overall program goals and objectives of the initiative as stated in RFA Section I. D, Goals and Section I. E, Objectives.

A. Organizational Infrastructure and Staffing

1. The funded STD Center will establish the needed staffing to administer a large scale statewide clinical education initiative addressing STDs, including:
 - a. Medical Director: The Medical Director shall be a NYS-licensed physician with significant demonstrated expertise in the care and treatment of patients with STDs in a designated STD clinic. The responsibilities of the position will include: providing overall clinical leadership for the Center; oversight of the development of the program plan and clinical content for education programs; participation in clinical preceptorships as a faculty preceptor; oversight of personnel and budget; oversight of outreach, education and evaluation activities and reporting to the AIDS Institute. The Medical Director will maintain active involvement in the AIDS Institute's Clinical Guidelines Program by participating on the Medical Care Criteria Committee. Information about this committee can be obtained at the following link: <http://www.hivguidelines.org/clinical-guidelines/adults/contributors-to-the-guidelines/>
 - b. Program Director: The Program Director should have experience coordinating educational programs, developing curricula, and working with clinical providers and health care organizations. Responsibilities include program outreach and publicity activities, coordination of program logistics, development of materials and curricula, implementation of program evaluation and collection and reporting of program data to the AIDS Institute.
 - c. Faculty Subject Area Experts: The funded applicant will be responsible for developing and maintaining an adequate panel of faculty/speakers with specific expertise in STD and other co-morbid conditions as well as expertise delivering care to populations most affected by STDs including adolescent and young

women, men who have sex with men, individuals with multiple sexual partners and others. The Center is encouraged to reach beyond its own institution to form relationships with faculty who are ethnically and regionally diverse. Standardized criteria should be in place to recruit, assess clinical competency and educational effectiveness of all faculty/speakers. The funded applicant will demonstrate access to an adequate number of faculty to carry out all workplan deliverables. Responsibilities include providing subject specific clinical expertise as needed, developing curriculum and conducting educational sessions on a per diem basis or as a current staff member of applicant's agency. The STD Center should make provisions for providing orientation and ongoing faculty development. See Attachment 7 for stipend reimbursement guidance.

- d. Administrative, clerical support and information technology staff for the program as needed.
2. The STD Center will either operate or demonstrate, via a letter of agreement, a relationship with one or more clinics dedicated to STD care that can be used as a site for preceptorships. The STD Center must be prepared to conduct educational interventions at this STD clinic, including clinical preceptorships, described in more detail below. The STD Center is encouraged to become affiliated with STD clinics in different geographic areas to provide regional access to clinical preceptorships and other clinic-based educational interventions. (Attachment 11)
3. The STD Center will have access to the infrastructure and other than personnel resources needed to implement a large scale statewide clinical education program on STDs. Program staff shall have access to computers, software required for curriculum design and development, access to comfortable appropriately equipped training space throughout the state for in-person events. The Center will collaborate with the Resource Center to ensure access to the multi-media platform required to conduct distance learning events including webinars, webcasts, tele-consulting and digital health communications.

B. Access to the Target Audience and Needs Assessment

1. Target Audience: The primary target audience for this initiative includes providers who practice in STD or HIV clinics, community health centers, emergency departments, family practice, OB/GYN settings or other primary care settings. Clinicians who form this audience include physicians, physician assistants, nurse practitioners and nurse midwives. Laboratorians, pharmacists and nurses may be trained by this initiative as well.
2. The STD Center will work in concert with the Resource Center to conduct a training needs assessment to identify training topics, desired training formats, locations and other aspects of needed clinical training based on available data reflecting patterns of STD care. A needs assessment should be completed in the first three months of the program and be repeated on a periodic basis at least annually thereafter. The needs assessment will assess individual and community clinical knowledge, skills, utilization of medical

educational tools and accessibility to educational resources in each region/county of the state. (Attachment 11)

C. Curriculum Development

The STD Center's curriculum should be based upon CDC's STD Guidelines and the NYSDOH AIDS Institute STD guidelines and policies, as well as emerging topics identified by the STD Center and the AIDS Institute. Curriculum development and clinical education interventions shall be directed to the goals of CEI and prepare health care providers to:

1. Obtain a comprehensive sexual history and discuss sexual health issues routinely, accurately and in a matter of fact, non-judgmental manner;
2. Screen asymptomatic but at-risk person populations for HIV, HCV and STDs in accordance with CDC and NYSDOH guidelines;
3. Diagnose, treat and manage patients with STDs in accordance with the latest clinical guidelines, and manage complex cases including co-morbidities of HIV, viral hepatitis and STDs;
4. Recognize and address mental health or substance use disorders that may impair prevention efforts for HIV, HCV and STDs and/or complicate management of patients with these co-occurring conditions;
5. Address the challenges commonly faced in assuring potentially exposed partners are treated through participation in traditional health department-delivered partner services approaches and expedited partner therapy for Chlamydia;
6. Deliver prevention messages and health care services in a manner that is patient centered, culturally appropriate, sensitive to the patient's literacy level and which enhance patient self-management;
7. Play a role in addressing the significant health inequities present in New York State;
8. Respond to emerging issues, changing epidemiological trends and evolving state or federal policies related to STDs and program collaboration/service integration;
9. Engage at-risk patients with tailored STD, HIV and HCV prevention messages and refer those at highest risk to intensive community based prevention services;
10. Comply with New York State case reporting requirements for STDs.
11. Work with primary and specialty care providers, other clinical experts and support services staff to maximize patient health outcomes.

D. Training Methodologies and Delivery

1. The STD Center will deliver clinical education interventions using a cost effective mix of traditional in-person training methods and the latest distance learning modalities such as tele-consulting, webinar, webcast or other digital health technologies to ensure services are convenient and accessible to busy health care practitioners;
 - a. The STD Center will conduct an annual statewide STD conference, statewide meetings and regional conferences held in centrally located areas.
(Attachment 11)
 - b. The STD Center will participate in monthly conference calls with local health department/ STD clinic staff and staff from the AIDS Institute.
 - c. The STD Center will conduct intensive clinical preceptorships in the STD clinic setting. For purposes of this initiative, preceptorship is defined as a training experience in which the trainee observes the clinician preceptor conduct history-taking, physical examination, collection of specimens, diagnosis and treatment planning and on-site laboratory assessment, any of which may prompt instructional dialog between the preceptor and the trainee. The STD Center is encouraged to have affiliations with STD clinics in multiple regions of the state in order to broaden access to clinic-based preceptorships. (Attachment 11) STD clinics chosen as sites for preceptorship training should have:
 - i. a client volume and profile that allows for diverse clinical training opportunities
 - ii. on-site and/or accessible laboratory facilities that allow trainee exposure to rapid techniques for laboratory evaluation of common pathogens
 - iii. adequate facilities to carry out the training goals
 - d. The STD Center will partner with the Resource Center as needed to deliver trainings using the latest distance learning technologies such as webinars, tele-consulting or other emerging digital health technologies.
 - i. For trainings other than clinical preceptorships, a minimum of 60% of courses should be conducted through distance learning and
 - ii. 75% of courses should be conducted outside of NYC.
 2. The STD Center will be prepared to assist a variety of settings, such as hospitals and community health centers, with promoting service integration for STDs, HIV and Hepatitis C.
 3. The STD Center will play a role in support of the NYS Prevention Agenda 2013 which is a blueprint for state and local community action to improve the health of New Yorkers. The funded applicant will be expected to reach out to state health improvement plan contact people located in local health departments. The funded applicant will be expected to join with local health departments and other Prevention Agenda partners to participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013 -2017* goals.
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4. The STD Center will ensure telephone access to STD clinical expertise in areas of New York designated as HPSAs, rural areas and other areas with a short supply of providers who diagnose and treat STDs.
5. The STD Center will be called on to assist the AIDS Institute with policy development and periodic participation in NYSDOH site reviews of county STD clinics.
6. The STD Center should be prepared to provide on-site technical assistance to STD clinics across the state. Technical assistance may address a wide range of issues including developing clinic policies and procedures, addressing issues in clinic flow and operations and other issues as directed by the AIDS Institute.
7. The STD Center should be prepared to assist a variety of settings with promoting service integration for STDs, HIV and HCV, with development of policy and procedures related to screening, diagnosing, and managing patients with STDs, and with identification of an STD “medical home” inclusive of a clinician with ongoing dedication to issues of quality in STD screening, diagnosis, and management.
8. The STD Center will collaborate with the HIV/HCV Center to staff the CEI’s STD case-based educational consultation line. The HIV/HCV Center will provide the overall support for the CEI line and will arrange to have calls to the STD line forwarded to the STD Center for response.
 - a. The STD Center’s clinical experts shall be available to ensure a functional STD line from Monday-Friday from 8 am to 8 pm with the capacity for expanding hours of operation in response to identified need.
 - b. All responses to the STD Line are expected to occur within 24 hours (or within 72 hours on the weekend) from the time the call was received.
 - c. The Medical Director should ensure prompt response and clinical oversight and a record of the calls will be submitted as part of the quarterly and annual reports.
9. The STD Center will work with the HIV/HCV Center who will be responsible for awarding continuing education credits for physicians, nurse practitioners, physician assistants, nurses, pharmacists and other clinical professionals as directed by the AIDS Institute. The STD Center will submit needed materials about STD training interventions to the HIV/HCV Center to ensure completion of appropriate applications for continuing education credits.

E. Program Marketing and Training Registration

1. The STD Center will work with the Resource Center to establish statewide visibility and become a trusted source of clinical education in a manner that actively engages local health departments, STD clinics and the target audience of clinical providers.
2. The STD Center will work with the Resource Center to register training participants in the full range of clinical education interventions.

3. The Center will utilize standardized CEI branded templates on all promotional materials and at all events.

F. Collaboration

1. The STD Center will continually work with the other CEI Training Centers to ensure coordination across the initiative, to maximize medical education outcomes and promote the most efficient use of resources.
2. The Medical Director and Program Director will participate in an annual in-person meeting in a location to be determined by the AIDS Institute as well as web-based meetings to take place at least every other month, or as needed, with the AIDS Institute and key staff from the other CEI Centers.
3. The Center is expected to work seamlessly with the other Centers to facilitate trainings and develop multi-media materials for dissemination to a wider audience and posting to www.ceitraining.org.
4. The Center will collaborate with statewide and regional professional organizations to sponsor and promote clinical education opportunities. (Attachment 11)
5. The Center will collaborate with federally funded HIV, STD, Viral Hepatitis training initiatives to ensure the best possible clinical education outcomes and promote efficient use of resources.

G. Quality Improvement

1. The STD Center will develop performance measures for major areas of activity, define priorities for improvement and implement improvement strategies based on data.

H. Evaluation and Reporting Requirements

1. The STD Center will collaborate with the AIDS Institute and Resource Center to evaluate clinical education activities. Evaluation activities will examine process measures and outcome measures to examine the impact of activities on clinical practice and clinical outcomes.
2. The Center will report on a core set of data elements to be determined by the AIDS Institute that reflect their medical education activities on a quarterly basis within two weeks from the close of the quarter.
3. The Center shall be prepared to report fiscal expenditure information on a quarterly basis.
4. The Center will submit an annual summary report within one month following the close of the contract year using an AIDS Institute approved template.

Expectations of the Project - COMPONENT C: Resource Center for Excellence (Resource Center)

The applicant funded to serve as the Resource Center will support the large-scale, statewide CEI by maintaining an on-line training environment and providing expert guidance on distance learning technologies to build the distance learning capacity of the Training Centers. The Resource Center will be responsible for maintaining the www.ceitraining.org website and developing an on-line registration system and provider database. The Resource Center will work with the other CEI Training Centers to respond to training requests and market training events. The Center will be responsible for developing and implementing a comprehensive evaluation plan to monitor process measures and evaluate the impact of the initiative on clinical care.

A. Organizational Infrastructure and Staffing

1. The funded Resource Center will establish the following staffing pattern to carry out the above-stated workplan responsibilities.
 - a) **Administrative Director:** Responsibilities include overall leadership for the Resource Center, oversight of website development, production of multimedia educational materials, personnel, budget, outreach, education, evaluation activities and reporting to the AIDS Institute. The Administrative Director should have administrative level experience in a public health or medical field providing programmatic and fiscal oversight and should also have technical knowledge of web design, multi-media programs and evaluation techniques.
 - b) **Program Director:** Responsibilities include program outreach and publicizing activities, coordination between the three Centers, provision of logistical support for the program, development of materials, evaluation of the program, and collection and reporting of program data to the AIDS Institute. The Program Director should have experience coordinating educational programs and working with clinical providers and health care organizations.
 - c) **Production Coordinator:** Responsibilities include handling production of webcasting and other media and assisting the other funded training Centers with preparation of materials for posting to the website. The Production Coordinator should have technical expertise in web design, social marketing, networking and multimedia designs.
 - d) **Evaluation Manager:** Responsibilities include implementation of the CEI program evaluation plan. The Evaluation Manager should be knowledgeable about program evaluation methodology and have experience conducting program evaluations. The Evaluation Manager should have experience working with clinical providers and health care organizations.

- e) Medical Director (10%FTE): Responsibilities include the direction of medical related issues for the Center, such as selection of medical topics, evaluation of educational material and validation of content before it is posted on the www.ceitraining.org website.
 - f) Administrative, technical and clerical support for the program as needed.
- 2. The Resource Center will have access to the infrastructure and other than personnel resources needed to implement a large scale on-line training center, registration system, marketing and evaluation activities. The Resource Center shall have appropriately equipped space to serve as the origination location for distance learning events.
 - 3. The Resource Center will maintain the www.ceitraining.org and www.nyconferences.org/social:media websites as a large-scale, multi-media platform with at least 8 terabytes of server space that meets all NYSDOH security protections (see Attachment 9: Bidder's Security Plan). The website will serve as a portal to a host a wide range of on-line and distance learning clinical education interventions including but not limited to: archived webinars, webcasts, narrated powerpoint presentations, recorded clinical education presentations, tele-consulting interventions, digital health communications, apps and other emerging media.
 - 4. Program staff shall have access to computers, software required for website management, curriculum design and development required to implement all aspects of the workplan.

B. Access to the Target Audience and Needs Assessment

- 1. Target Audience: The target audience for the Resource Center includes the audiences listed for both the HIV/HCV Center and the STD Center. The activities of the Resource Center will be especially important for ensuring access to clinical education activities for providers located in Health Professional Shortage Areas (HPSA) and rural areas. In addition to the overall CEI target audience, the Resource Center is responsible for reaching out to various educational institutions, health related associations and other large-scale national on-line providers of HIV, HCV and STD clinical education.
- 2. The Resource Center will work in concert with the HIV/HCV Center and STD Center to conduct training needs assessment for digital distribution to identify training topics, desired training formats, locations and other aspects of needed clinical training. The needs assessment should assess the technological capability and utilization of multi-media platforms by the target audience for the various regions of NYS. The needs assessment should be completed in the first three months of the program and be repeated on a periodic basis at least annually thereafter. The needs assessment will assess individual and community clinical knowledge, skills, utilization of medical educational tools, and accessibility to educational resources in each region/county of the state. (Attachment 11)

3. The Resource Center will scan the environment for other related in-person and on-line clinical education activities and resources.

C. Curriculum Development

1. The Resource Center, with guidance from the AIDS Institute, will be responsible for developing curriculum as it relates to preparing the health care workforce to use emerging digital health technology tools.
2. The Resource Center will be expected to develop a wide range of different on-line training interventions based on curricula and materials developed by the other Centers.

D. Training Methodologies and Delivery

1. In collaboration with the other two Centers, the Resource Center will develop various multi-media educational materials targeted for use by providers and clinician educators. The Resource Center is expected to prioritize AIDS Institute Clinical Guidelines and emerging clinical issues and policies determined by the AI for educational content. Development of interactive case based webcasts and slide sets are to be prioritized. The development of new mobile technology tools is expected as well as the incorporation of other multi-media tools. The funded applicant will actively work with the AIDS Institute's Clinical Guidelines contractor whenever posting materials related to clinical guidelines on the www.ceitraining.org website.
2. The various multi-media platforms are expected to include up-to-date information in HIV, STD and Hepatitis education and training opportunities throughout New York State. The Resource Center is expected to have the expertise needed to adapt to a changing technology environment and restructure content formats and activities to create a meaningful on-line learning experience for participants.
3. All on-line content will be conducive to adult learning and in compliance with the Americans with Disabilities Act.
4. The Resource Center will work in collaboration with the HIV/HCV Center to award continuing education credits, including enduring credits, and the tracking of these credits, to the range of professions targeted for clinical education. The funded applicant shall have the capacity to conduct quizzes and tests required for awarding continued education credits and shall allow the learner to save and print documentation of completion of continuing education courses.
5. The Resource Center will play a role in support of the NYS Prevention Agenda 2013 which is a blueprint for state and local community action to improve the health of New Yorkers. The funded applicant will be expected to reach out to state health improvement plan contact people located in local health departments. The funded applicant will be expected to join with local health departments and other Prevention Agenda partners to

participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013-2017* goals.

E. Program Marketing and Training Registration

- a) The Resource Center will work in collaboration with the other two funded Centers to create a common extensive marketing and promotional plan for the CEI program. The three Centers are expected to utilize standardized CEI branded templates on all promotional and clinical materials utilized for public activities. The Resource Center is expected to develop an innovative digital outreach plan that increases awareness of the CEI program resources and various platforms and increases both the quality and quantity of participant engagement in the various CEI media platforms. The plan should include a mechanism for updating providers about new content on a consistent basis and a mechanism for evaluating its effectiveness.
- b) The Resource Center will develop an on-line registration system that will serve as a student portal to register training participants in the full range of clinical education interventions. The student portal will facilitate easy registration by providing pre-filled forms, allow the individual to track completed education activities and facilitate the collection of aggregate training data for reporting to the AIDS Institute. In addition, a provider database will be developed in concert with the AIDS Institute and the other funded training Centers.
- c) The Resource Center shall establish a mechanism for receiving training requests, working with the other Training Centers and the AIDS Institute to prioritize these requests and make plans to respond to requests in a reasonable timeframe.
- d) The Center will utilize standardized CEI branded templates on the website, on all promotional materials and at all events.

F. Collaboration

- 1. The Resource Center will continually work with the other CEI Training Centers to ensure coordination across the initiative, to maximize medical education outcomes and promote the most efficient use of resources.
- 2. The Resource Center will be responsible for working with the AIDS Institute to convene on-line meetings of all funded sites every other month or as needed. These meetings will be hosted by the Resource Center via a webinar or similar platform that allows both audio and visual interaction between participants.
- 3. The Administrative Director and other staff will participate in an annual in-person meeting in a location to be determined by the AIDS Institute as well as web-based meetings to take place at least every other month, or as needed, with the AIDS Institute and key staff from the other CEI Centers.

4. The Resource Center will collaborate with statewide and regional professional organizations to sponsor and promote clinical education opportunities. (Attachment 11)
5. The Resource Center will collaborate with federally funded HIV, STD, Viral Hepatitis training initiatives to ensure the best possible clinical education outcomes and promote efficient use of resources.

G. Quality Improvement

1. The Resource Center shall develop performance measures on the major areas of activity, define priorities for improvement and implement improvement strategies based on data.

H. Evaluation and Reporting Requirements

1. The Resource Center will be responsible for working with the AIDS Institute and the funded training centers to develop and implement an evaluation plan. Evaluation activities should be designed to evaluate process and outcome measures to examine the impact of activities on clinical practice and clinical outcomes.
2. The Center will report on a core set of data elements to be determined by the AIDS Institute that reflect CEI's medical education activities on a quarterly basis within two weeks from the close of the quarter.
3. The Resource Center will be required to create and maintain a centralized database, house data sets and report out on a core set of AI pre-approved data sets submitted by all three Centers.
4. The Center shall be prepared to report fiscal expenditure information on a quarterly basis.
5. The Center will submit an annual summary report within one month following the close of the contract year using an AIDS Institute approved template.

V. Administrative Requirements

A. Issuing Agency

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

B. Question and Answer Phase

All questions should be submitted by email to the following BML: **cei@health.state.ny.us**

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Questions related to formatting or other minor details related to preparation of the application may also be addressed in writing at the email address noted above.

All questions must be received by the date referenced on the cover page of this RFA.

All questions submitted by email should list “CEI RFA” in the subject line.

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

This RFA has been posted on the Department'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.

C. Letter of Interest

Submission of a letter of intent/interest is strongly encouraged but is not a requirement nor is it an obligation upon the applicant to submit an application in response to this RFA. Applications may be submitted without first having submitted a letter of intent/interest. (Attachment 3)

D. Applicant Conference will not be held for this project.

E. How to File an Application

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

Valerie White
Deputy Director, Administration and Data Systems
New York State Department of Health AIDS Institute
ESP, Corning Tower, Room 478
Albany, New York 12237-0658

Applicants shall submit one original, signed application and 6 copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications will not be accepted via fax or e-mail.**

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

F. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

G. 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 multi-year time period: January 1, 2014 – December 31, 2018.

Continued funding throughout this period is contingent on satisfactory contractor performance and availability of funds. DOH also reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

H. Payment and Reporting Terms and Conditions

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

Dawn Marble-Biernacki
NYS Department of Health AIDS Institute
Corning Tower – Room 259
Empire State Plaza
Albany, NY 12237-0658

Grant contractors shall provide complete and accurate billing invoices to the Department's designated payment office in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the Office of the State Comptroller(OSC). Payment for invoices 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 OSC's procedures and practices 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: epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Payment of such claims for reimbursement by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.

3. The grant contractor will be required to submit reports specified in the text of this RFA and the following periodic reports:

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

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master Grant Contract.

I. Limits on Administrative Expenses and Executive Compensation

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>.

J. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: http://www.osc.state.ny.us/vendor_management/issues_guidance.htm. Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

K. Vendor Responsibility Questionnaire

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

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at http://www.osc.state.ny.us/vendrep/contact_us_email.htm. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 4).

L. Vendor Prequalification for Not-for-Profits

Beginning July 31, 2013, all not-for-profit vendors subject to prequalification will be required to prequalify prior to grant application and execution of contracts.

Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's *capacity*, *legal compliance*, and *integrity*.

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: <http://grantsreform.ny.gov/Grantees>.

M. General Specifications

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

V. Completing the Application

A. Application Content

Applications should not exceed 20 double-spaced pages (excluding the budget, budget justification, and all attachments), using a 12-pitch font with one-inch margins on all sides. Recommended page limits for each section are indicated. Pages should be numbered consecutively, including all attachments. Up to five points may be deducted for applications that do not comply with these submission requirements.

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. Applicants should describe all project activities using S.M.A.R.T. goals and objectives, in accordance with the guidance presented in Attachment 1.

Include a budget that is reflective of the workplan. An Applicant Checklist (Attachment 6) has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application.

B. Application Format

Component A - HIV/HCV Center

1. Program Summary: Maximum 1 page

Not Scored

- a) Summarize your proposed program in one page or less, including all major activities your institution will undertake to meet the stated goals of this initiative.

2. Statement of Need: Maximum 2 pages

Maximum Score: 10 points

- a) Describe your understanding of the current clinical education needs of the target audience, how these needs differ across the state and how you anticipate these needs will change throughout the proposal timeframe.
- b) Excluding the AIDS Institute's CEI, describe your awareness of the current HIV and HCV clinical education resources available to the target audience throughout New York State.

3. Organizational Capacity: Maximum 2 pages

Maximum Score: 10 points

- a) Describe your institution, its mission, its structure, scope of services and locations of operation. Include an organizational chart as an Attachment to your application. The organizational chart should show the overall structure of your institution and how the program described in this application will relate to the rest of the institution.
- b) Describe your institution's experience providing care for HIV, HCV and STDs.
- c) Describe your institution's history of providing HIV and HCV clinical education to the target audience.
- d) Describe how the activities proposed in your application will be distinct from, and clearly in addition to, your institution's current clinical education activities.

4. Program Design: Maximum 12 pages

Maximum Score: 50 points

A. Organizational Infrastructure and Staffing

- 1) Describe the staffing plan you would employ to administer this large scale statewide clinical education initiative addressing HIV/HCV. Include CVs for all staff as Attachments to your application. Include the following positions and indicate percent effort to be dedicated to the project:
 - a. Medical Director who is a NYS licensed physician with demonstrated significant clinical expertise treating HIV and HIV/HCV co-infection who will be responsible for providing overall clinical leadership of the Center.
 - b. Program Director with a Bachelors degree, or preferably a Masters degree, in Public Health, Nursing, Education or a related field of Science, who will be responsible for coordinating and promoting educational programs, developing curricula, data collection, program evaluation and program reporting.
 - c. Developing and maintaining an adequate panel of Faculty Subject Area Experts in sufficient quantity to meet all program deliverables.
 - i. Describe activities to recruit faculty with demonstrated expertise working with injection drug users, men who have sex with men, individuals who have multiple sex partners; older adults with HIV and others.
 - ii. Describe activities to engage and recruit ethnically diverse faculty from beyond the applicant's institution that are located throughout the state.
 - iii. Describe activities to engage and recruit faculty from the AIDS Institute Clinical Guidelines Committees.
 - iv. Describe how the applicant will provide orientation and ongoing faculty development.
- 2) Describe how the applicant will ensure access to infrastructure and other than personnel resources to implement a large scale statewide clinical education program including the following:

- a. Computers with internet access, access to an interactive webinar platform and software needed for curriculum design and development
- b. Equipment such as video cameras, microphones, etc. needed to conduct distance learning activities such as webinars or tele-health consultations, etc.
- c. Comfortable appropriately equipped training space in all regions of the state (Attachment 11)

B. Access to the Target Audience and Needs Assessment

- 1) Describe how the applicant will work to overcome anticipated barriers to engaging the target audience in clinical education activities.
- 2) Describe how the applicant will address challenges related to ensuring access to clinical education services in HPSAs, rural areas and other areas where HIV or HCV providers are in short supply.
- 3) Describe how the applicant will work with the Resource Center to conduct training needs assessment within the first three months of the program to identify training topics, desired training formats, locations and other aspects of needed clinical training.
- 4) Describe how the application will engage in needs assessment on a periodic basis and at least annually.

C. Curriculum development

- 1) Describe how the curriculum to be developed will address the goals of CEI for the HIV/HCV Center as outlined on pages 12-13 under sections C, 1 – 13 of this RFA. Taking into account, existing CEI educational materials, include in the narrative, or as an Attachment, a specific description of the different curriculum to be developed, including titles, anticipated length of the intervention and teaching methods to convey that training material.
- 2) Describe the applicant's plan for implementing curriculum development in a meaningful, time-phased manner.

D. Training Methodologies and Delivery

- 1) Describe specific plans for delivering clinical education interventions using a cost effective mix of traditional in-person training methods and the latest distance learning modalities:
 - a. Describe specific plans for delivering statewide and/or regional conferences held in a central location of each region of the state. Include the number of events to be delivered annually and their locations. (Attachment 11)
 - b. Describe specific plans for delivering clinical education via distance education modalities including, but not limited to: webinars, webcasts, videotaping live presentations, conducting tele-consulting sessions, preparing narrated powerpoint presentations for posting on the CEI website. Include numbers of events to be delivered annually and the specific distance learning modality to be employed.
 - c. Describe any innovative approaches to delivering clinical education that you will employ, including specifics.
 - 2) Describe specific plans for complying with the following AIDS Institute guidelines:
 - a. For trainings other than clinical preceptorships, a minimum of 60% of courses should be conducted through distance learning.
 - b. 75% of courses should be delivered outside of NYC.
 - 3) Describe plans for assisting a variety of settings with promoting service integration for STDs, HIV and hepatitis C.
 - 4) Describe plans for working with the STD Center to assist a variety of settings with promoting service integration for STDs, HIV and HCV, including:
 - a. Development of policy and procedures related to screening, diagnosing, and managing patients with STDs.
 - b. Identification of an STD “medical home” inclusive of a clinician with ongoing dedication to issues of quality in STD screening, diagnosis, and management.
 - 5) Describe plans for playing a role in support of the NYS Prevention Agenda 2013. Specifically, describe how the applicant will reach out to state health improvement plan contact people located in local health departments and join with local health departments and other Prevention Agenda partners to participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013 -2017* goals.
 - 6) Describe how the applicant will establish the services of the statewide CEI telephone line with 24 hour toll-free consultative support of clinical providers across the state, in accordance with guidelines outlined on page 13-14 of the RFA.
 - 7) Describe how the applicant will award continuing medical education credits for the full range of clinical target audiences for the activities of all CEI Centers, including enduring education credits.
-

E. Program Marketing and Training Registration

- 1) Describe how the applicant will work with the Resource Center to establish statewide visibility and become a trusted source of clinical education in a manner that actively engages the target audience of clinical providers.
- 2) Describe how the applicant will work with the Resource Center to register training participants in the full range of clinical education interventions.
- 3) Describe how the applicant will utilize the standardized CEI branded templates on all promotional materials and at all events.

F. Collaboration

- 1) Describe how the applicant will continually work with the AIDS Institute and other CEI Training Centers to ensure coordination across the initiative to promote the most efficient use of resources.
- 2) Describe how the applicant will collaborate with statewide and regional professional organizations to sponsor and promote clinical education opportunities. (Attachment 11)
- 3) Describe how the applicant will collaborate with federally funded HIV, STD, viral hepatitis training initiatives to ensure the best possible clinical education outcomes and promote efficient use of resources.
- 4) Describe how the applicant will work in concert with the Resource Center to scan the environment for other related clinical education activities and resources.

G. Quality Improvement

- 1) Describe how the applicant will develop performance measures on the major areas of activity, define priorities for improvement and implement improvement strategies based on data.

5. Evaluation/ Reporting Requirements: Maximum 3 pages Maximum score: 10 points

- a) Describe how the applicant will collaborate with the AIDS Institute and Resource Center to evaluate clinical education activities, examining process measures and outcome measures to evaluate the impact of activities on clinical practice and clinical outcomes.
- b) Describe how the applicant will submit a quarterly and an annual summary report within specified times following the close of the contract year using an AIDS Institute approved template.

6. Budget: Use Budget Forms (not counted in page limit) Maximum Score: 20 points

- a) Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages (Attachment 8). The five consecutive years' budgets should be labeled as follows:
- Budget Year 1- January 1, 2014 – December 31, 2014
 - Budget Year 2- January 1, 2015 – December 31, 2015
 - Budget Year 3- January 1, 2016 – December 31, 2016
 - Budget Year 4- January 1, 2017 – December 31, 2017
 - Budget Year 5- January 1, 2018 – December 31, 2018
- b) For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages. (not included in the page limits).
- c) The amount requested in each budget year should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA. **For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying.**
- d) All budgeted positions should be consistent with the proposed services. The Budget Justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e) For partially funded positions, the percent effort being requested should be reasonable for the responsibilities being proposed in the program design.
- f) Budgeted items should be justified and fundable under state and federal guidelines.
- g) Funding requested for administrative and management costs should adhere to the guidelines:
- Indirect overhead costs are limited to a maximum of 10% of total direct costs.
 - Funds requested may NOT be used to supplant resources supporting existing services or activities.
 - Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those determined by NYSDOH/HRI 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.
 - Funding may support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities. This includes funding for administrative staff, supervisors and support personnel, and

other-than-personnel costs such as a share of space, supplies, telephone, basic equipment such as computers and printers and other expenses associated with program implementation and service delivery.

Component B – STD Center for Excellence

1. Program Summary: Maximum 1 page

Not Scored

- a) Summarize your proposed program in one page or less, including all major activities your institution will undertake to meet the stated goals of this initiative.

2. Statement of Need: Maximum 2 pages

Maximum Score: 10 points

- a) Describe your understanding of the current STD clinical education needs of the target audience, how these needs differ across the state and how you anticipate these needs will change throughout the proposal timeframe.
- b) Excluding NYS Department of Health supported STD training activities, describe your awareness of the current STD education resources available to the target audience throughout New York State.

3. Organizational Capacity: Maximum 2 pages

Maximum Score: 10 points

- a) Describe your institution, its mission, its structure, scope of services offered and locations of operation. Include an organizational chart as an Attachment to your application. The organizational chart should show the overall structure of your institution and how the program described in this application will relate to the rest of the institution.
- b) Describe your institution's experience operating an STD clinic and any other experience providing STD diagnosis and treatment.
- c) Describe your institution's history of providing STD clinical education to the target audience.
- d) Describe how the activities proposed in your application will be distinct from, and clearly in addition to, your institution's current clinical education activities.

4. Program Design: Maximum 12 pages

Maximum Score: 50 points

A. Organizational Infrastructure and Staffing

- 1) Describe the staffing plan you would dedicate to administering this large scale statewide clinical education initiative addressing STD. Include CVs for all staff as Attachments to your application. Include the following positions and indicate percent effort to be dedicated to the project:
 - a. Medical Director who is a NYS-licensed physician with demonstrated significant clinical expertise caring for patients with STDs in a designated STD clinic, who will be responsible for providing overall clinical leadership of the Center.
 - b. Program Director with a Bachelors degree, or preferably a Masters degree, in Public Health, Nursing, Education or a related field of Science, who will be responsible for coordinating and promoting educational programs, developing curricula, data collection, program evaluation and program reporting.
 - c. Developing and maintaining an adequate panel of Faculty Subject Area Experts in sufficient quantity to meet all program deliverables.
 - i. Describe activities to recruit faculty with demonstrated expertise working men who have sex with men, adolescent and young women, and other populations at high risk for STDs.
 - ii. Describe activities to engage and recruit ethnically diverse faculty from beyond the applicant's institution that are located throughout the state.
 - iii. Describe how the applicant will provide orientation and ongoing faculty development.
 - d. Describe how the STD Center will conduct on-site, intensive clinical preceptorships in the STD clinic setting. Describe how the STD Center will develop affiliations with STD clinics in multiple regions of the state in order to broaden access to clinic-based preceptorships. (Attachment 11) For each known STD clinic preceptorship site, describe the
 - i. client volume and profile that will contribute to diverse clinical training opportunities.
 - ii. on-site and/or accessible laboratory facilities that will enable trainee exposure to rapid techniques for laboratory evaluation of common pathogens.
 - iii. characteristics of the facilities that will facilitate accomplishment of the training goals.
- 2) Describe how the applicant will ensure access to infrastructure and other than personnel resources to implement a large scale statewide clinical education program including the following:

- a. Computers with internet access, access to an interactive webinar platform and software needed for curriculum design and development
- b. Equipment such as video cameras, microphones, etc. needed to conduct distance learning activities such as webinars or tele-health consultations, etc.
- c. Comfortable appropriately equipped training space in all regions of the state (Attachment 11)

B. Access to the Target Audience and Needs Assessment

- 1) Describe how the applicant will work to overcome anticipated barriers to engaging the target audience in clinical education activities.
- 2) Describe how the applicant will address challenges related to ensuring access to clinical education services in HPSAs, rural areas and other areas where STD providers are in short supply.
- 3) Describe how the applicant will work with the Resource Center to conduct training needs assessment within the first three months of the program to identify training topics, desired training formats, locations and other aspects of needed clinical training.
- 4) Describe how the application will engage in needs assessment on a periodic basis and at least annually.

C. Curriculum development

- 1) Describe how the curriculum to be developed will address the goals of CEI for the STD Center as outlined on pages 17-18 under sections C, 1 – 11 of this RFA. Describe in the narrative or include as an attachment a specific description of the different curriculum to be developed, including titles, anticipated length of the intervention and teaching methods to convey that training material.
- 2) Describe the applicant's plan for implementing curriculum development in a meaningful, time-phased manner.

D. Training Methodologies and Delivery

- 1) Describe specific plans for delivering clinical education interventions using a cost effective mix of traditional in-person training methods and the latest distance learning modalities:
 - a. Describe specific plans for delivering statewide and/or regional conferences held in a central location of each region of the state. Include the number of events to be delivered annually and their locations. (Attachment 11)

- b. Describe specific plans for conducting intensive clinical preceptorships in more than one STD clinic setting, including history-taking, physical examination, collection of specimens, diagnosis and treatment planning and on-site, accessible laboratory assessment.
 - c. Describe specific plans for delivering clinical education via distance education modalities including, but not limited to: webinars, videotaping live presentations, conducting tele-consulting sessions, preparing narrated powerpoint presentations for posting on the CEI website. Include numbers of events to be delivered annually and the specific distance learning modality to be employed.
 - d. Describe any innovative approaches to delivering clinical education that you will employ, including specifics.
- 2) Describe specific plans for complying with the following AIDS Institute guidelines:
 - a. Excluding preceptorships, a minimum of 60% of courses should be conducted through distance learning.
 - b. Excluding preceptorships, 75% of courses should be delivered outside of NYC.
- 3) Describe plans for assisting a variety of settings with promoting service integration for STDs, HIV and hepatitis C.
- 4) Describe plans for assisting a variety of settings with promoting service integration for STDs, HIV and HCV, including:
 - a. development of policy and procedures related to screening, diagnosing and managing patients with STDs.
 - b. identification of an STD “medical home” in the facility inclusive of a clinician with ongoing dedication to issues of quality in STD screening, diagnosis, and management.
- 5) Describe plans for playing a role in support of the NYS Prevention Agenda 2013. Specifically, describe how the applicant will reach out to state health improvement plan contact people located in local health departments and join with local health departments and other Prevention Agenda partners to participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013 -2017* goals.
- 6) Describe how the applicant will staff the CEI’s STD telephone line in accordance with guidelines outlined on page 19-20 of this RFA.
- 7) Describe how the applicant will work with the HIV/HCV Center to award continuing medical education credits for the full range of clinical target audiences for STDs.

E. Program Marketing and Training Registration

- 1) Describe how the applicant will work with the Resource Center to establish statewide

visibility and become a trusted source of clinical education in a manner that actively engages the target audience of clinical providers.

- 2) Describe how the applicant will work with the Resource Center to register training participants in the full range of clinical education interventions.
- 3) Describe how the applicant will utilize the standardized CEI branded templates on all promotional materials and at all events.

F. Collaboration

- 1) Describe how the applicant will continually work with the AIDS Institute and other CEI Training Centers to ensure coordination across the initiative to promote the most efficient use of resources.
- 2) Describe how the applicant will collaborate with statewide and regional professional organizations to sponsor and promote clinical education opportunities. (Attachment 11)
- 3) Describe how the applicant will collaborate with federally funded HIV, STD, viral hepatitis training initiatives to ensure the best possible clinical education outcomes and promote efficient use of resources.

G. Quality Improvement

- 1) Describe how the applicant will develop performance measures on the major areas of activity, define priorities for improvement and implement improvement strategies based on data.

5. Evaluation/Reporting Requirements: Maximum 3 pages Maximum score: 10 points

- a) Describe how the applicant will collaborate with the AIDS Institute and Resource Center to evaluate clinical education activities, examining process measures and outcome measures to examine the impact of activities on clinical practice and clinical outcomes.
- b) Describe how the applicant will submit a quarterly and an annual summary report within specified times following the close of the contract year using an AIDS Institute approved template.

6. Budget: Use Budget Forms (not counted in page limit) Maximum Score: 20 points

- a) Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages (Attachment 8). The five consecutive years' budgets should be labeled as follows:

Budget Year 1- January 1, 2014 – December 31, 2014
Budget Year 2- January 1, 2015 – December 31, 2015
Budget Year 3- January 1, 2016 – December 31, 2016

Budget Year 4- January 1, 2017 – December 31, 2017
Budget Year 5- January 1, 2018 – December 31, 2018

- b) For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages. (not included in the page limits).
- c) The amount requested in each budget year should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA. **For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying.**
- d) All budgeted positions should be consistent with the proposed services. The Budget Justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e) For partially funded positions, the percent effort being requested should be reasonable for the responsibilities being proposed in the program design.
- f) Budgeted items should be justified and fundable under state and federal guidelines.
- g) Funding requested for administrative and management costs should adhere to the guidelines:
 - Indirect overhead costs are limited to a maximum of 10% of total direct costs.
 - Funds requested may NOT be used to supplant resources supporting existing services or activities.
 - Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those determined by NYSDOH/HRI 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.
 - Funding may support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities.
 - This includes funding for administrative staff, supervisors and support personnel, and other-than-personnel costs such as a share of space, supplies, telephone, basic equipment such as computers and printers and other expenses associated with program implementation and service delivery.

Component C – Resource Center

1. Program Summary: Maximum 1 page

Not Scored

- a) Summarize your proposed program in one page or less, including all major activities your institution will undertake to meet the stated goals of this initiative.

2. Statement of Need: Maximum 2 pages

Maximum Score: 5 points

- a) Describe your understanding of how distance learning, tele-consulting, on-line training and digital health technologies can benefit the provision of HIV, HCV and STD clinical education in NYS and explain how this technology is likely to evolve over the project timeframe.
- b) Describe any perceived gaps that exist or challenges that would be faced providing clinical education to NYS providers via distance learning, webinar, webcasts, on-line, tele-consulting or digital health technologies.
- c) Excluding NYS Department of Health supported HIV, HCV and STD training activities, describe your awareness of the current on-line, distance learning and digital health communications training available to the target audience throughout New York State.

3. Organizational Capacity: Maximum 2 pages

Maximum Score: 10 points

- a) Describe your institution, its mission, its structure, scope of services offered and locations of operation. Include an organizational chart as an Attachment to your application. The organizational chart should show the overall structure of your institution and how the program described in this application will relate to the rest of the institution.
- b) Describe your institution's experience carrying out the type of activities assigned to the Resource Center in this RFA.
- c) Describe how the activities proposed in your application will be distinct from, and clearly in addition to, your institution's current HIV, HCV or STD clinical education activities.
- d) Describe the mission and scope of services of any proposed subcontractors.

4. Program Design: Maximum 10 pages

Maximum Score: 40 points

A. Organizational Infrastructure and Staffing

- 1) Describe the staffing plan the applicant would employ to administer this large scale statewide clinical education initiative. Include CVs for all staff as Attachments to your application. Include the following positions and indicate percent effort to be dedicated to the project:

- a. Administrative Director: The Administrative Director should have administrative level experience in a public health or medical field providing programmatic and fiscal oversight and should also have technical knowledge of web design, multi-media programs and evaluation techniques. Responsibilities include overall leadership for the Resource Center, oversight of website development, production of multimedia educational materials, personnel, budget, outreach, education, evaluation activities and reporting to the AIDS Institute.
 - b. Program Director: The Program Director should have experience coordinating educational programs and working with clinical providers and health care organizations. Responsibilities include program outreach and publicizing activities, coordination between the three Centers, provision of logistical support for the program, development of materials, evaluation of the program, and collection and reporting of program data to the AIDS Institute.
 - c. Production Coordinator: Responsibilities include handling production of webcasting and other media and assisting the other funded training Centers with preparation of materials for posting to the website. The Production Coordinator should have technical expertise in web design, social marketing, networking and multimedia designs.
 - d. Evaluation Manager: The Evaluation Manager should be knowledgeable about program evaluation methodology and have experience conducting program evaluations. The Evaluation Manager should have experience working with clinical providers and health care organizations. Responsibilities include implementation of the CEI program evaluation plan.
 - e. Medical Director (10% FTE): The Medical Director should be a NYS-licensed physician with expertise in HIV, HCV and STD clinical care and/or provision of clinical education services. Responsibilities include the direction of medical related issues for the Center, such as selection of medical topics, evaluation of educational material and validation of content before it is posted on the www.ceitraining.org website.
 - f. Administrative, technical and clerical support for the program as needed.
 - g. Any subcontractors, including a description of the role of the subcontractor and their expertise.
- 2) Describe how the applicant will ensure access to infrastructure and other than personnel resources to implement a large scale statewide clinical education program using the latest distance learning technologies, including the following:
- a. The ability to host a large-scale, on-line, multi-media platform at www.ceitraining.org with server space capacity of at least 8 terabytes.

- b. The capacity of the applicant to maintain a wide range of distance learning products, an on-line registration system and the capacity for CEI Training Centers to submit data via a secure method.
- c. The capacity to provide appropriately equipped space to serve as the origination site for distance learning events.
- d. Access to equipment such as video cameras, microphones, etc. needed to conduct distance learning activities such as webinars or tele-health consultations, etc.

B. Access to the Target Audience and Needs Assessment

- 1) Describe how the applicant will work to overcome anticipated barriers, including technological barriers, to engaging the target audience in the variety of distance learning opportunities.
- 2) Describe how the applicant will work with the other Centers to conduct training needs assessment within the first three months of the program to identify training topics, desired training formats, locations and other aspects of needed clinical training.
- 3) Describe how the application will engage in needs assessment on a periodic basis and at least annually.

C. Curriculum Development

- 1) Describe how the applicant will work under the guidance of the AIDS Institute to develop curriculum to prepare the health care workforce to use emerging digital health technology tools.
- 2) Describe how the applicant will develop a wide range of different on-line training interventions based on curricula and materials developed by the other Centers.

D. Training Methodologies and Delivery

- 1) Describe your overall vision and implementation plan for the www.ceitraining.org website. Include a timeline with all major Year 1 activities as an attachment to your application.
- 2) Describe the types of digital multi-media platforms you propose developing. Please include:
 - a. A description of how each modality could be used by providers.
 - b. A description of the process and timeline for developing and producing an educational module for each type of media you plan to use including how it will be prepared for posting on/in various mediums.

- c. A description of how you will integrate new and emerging clinical information into the various media platforms utilized by CEI, including ensuring all content remains updated in accordance with the latest AIDS Institute Clinical Guidelines.
 - d. A description of how project staff will work together to develop and implement clinical education activities.
- 3) Describe how you will ensure that all on-line content will be conducive to adult learning and in compliance with the Americans with Disabilities Act.
- 4) Describe how you will routinely update materials on all platforms (website, apps, etc).
- 5) Describe how you will provide capacity building regarding distance education to the AIDS Institute and other CEI Training Centers and describe your plans for working with content experts from these Centers to develop materials for the various CEI digital (website, apps, etc) platforms.
- 6) Describe how you will serve as a resource center for providers throughout New York State and how you will respond to requests for information and trainings. Describe the challenges you expect to face and how you will approach them including alternative strategies if the initial strategy is not effective as well as including geographic considerations.
- 7) Describe how you will coordinate with other institutions/agencies to develop and maintain an updated, comprehensive database of all medical education resources in New York State; specifically address how you will work with the other CEI Centers, NY/NJ AETC, other AIDS Institute supported training activities and other federally funded training centers serving NYS.
- 8) Describe the role that other medical education providers, professional associations, and state-wide planning groups might play in the development and content of the various CEI digital platform.
- 9) Describe plans for playing a role in support of the NYS Prevention Agenda 2013. Specifically, describe how the applicant will reach out to state health improvement plan contact people located in local health departments and join with local health departments and other Prevention Agenda partners to participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013 -2017* goals.
- 10) Describe how the applicant will work with the HIV/HCV Center to award and track continuing medical education credits for the full range of clinical target audiences for the CEI.

E. Collaboration

- 1) Describe how the applicant will facilitate meetings with CEI partners and the AIDS Institute every other month and describe how the applicant will work to ensure coordination across the initiative to promote the most efficient use of resources.
- 2) Describe how the applicant will collaborate with statewide and regional professional organizations to sponsor and promote clinical education opportunities. (Attachment 11)
- 3) Describe how the applicant will collaborate with other federally funded HIV, STD, viral hepatitis training initiatives to ensure the best possible clinical education outcomes and promote efficient use of resources.

F. Quality Improvement

- 1) Describe how the applicant will develop performance measures on the major areas of activity, define priorities for improvement and implement improvement strategies based on data.

5. Program Marketing and Training Registration: maximum 2 pages

Maximum Score: 10 points

- a) Describe a detailed marketing/promotional plan for the CEI to providers across the state with the understanding that this will be done in collaboration with the AIDS Institute and other Centers. Creativity is essential in the promotion of this program and any links or attachments showing this should be included.
- b) Describe how the applicant will develop an on-line registration system that will serve as a student portal to register training participants in the full range of clinical education interventions. Describe how the registration system will:
 - i. facilitate easy registration by providing pre-filled forms
 - ii. allow the individual to track completed education activities
 - iii. facilitate the collection of aggregate training data for reporting to the AIDS Institute.
 - iv. facilitate the development of a provider database.
- c) Describe how the Resource Center will establish a mechanism for receiving training requests, working with the training Centers and the AIDS Institute to prioritize these requests and make plans to respond to requests in a reasonable timeframe.
- d) Describe how the applicant will utilize the standardized CEI branded templates on all promotional materials and at all events.

6. Evaluation/ Reporting Requirements: maximum 3 pages Maximum score: 10 points

- a) Describe how the applicant will collaborate with the AIDS Institute, other training Centers and the intended training audience to plan and implement evaluation activities.
- b) Describe specific plans to evaluate the impact of specific clinical training interventions.
- c) Describe a plan that will examine process measures and outcome measures to evaluate the overall impact of the initiative on provider knowledge, clinical practice and clinical outcomes.
- d) Describe the measures the applicant would use to evaluate:
 - i. The extent to which CEI interventions reached the intended target audience.
 - ii. Utilization and effectiveness of the various digital platforms (website, apps, etc.)
 - iii. The extent to which CEI activities reached providers in HPSAs.
- e) Describe how the applicant will submit a quarterly and an annual summary report within specified times following the close of the contract year using an AIDS Institute approved template.

7. Security Plan (not counted in page limit) Maximum Score: 5 points

- a) Describe the activities your organization would undertake to ensure site functionality and reliability and provide assurance that your organization is able to meet the NYSDOH security requirements outlined in Appendix A: NYSDOH Security Requirements. (Attachment 9)

8. Budget: Use Budget Forms (not counted in page limit) Maximum Score: 20 points

- a) Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages (Attachment 8). The five consecutive years' budgets should be labeled as follows:

Budget Year 1- January 1, 2014 – December 31, 2014

Budget Year 2- January 1, 2015 – December 31, 2015

Budget Year 3- January 1, 2016 – December 31, 2016

Budget Year 4- January 1, 2017 – December 31, 2017

Budget Year 5- January 1, 2018 – December 31, 2018

- b) For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages. (not included in the page limits).
- c) The amount requested in each budget year should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of

services outlined in the RFA. **For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying.**

- d) All budgeted positions should be consistent with the proposed services. The Budget Justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e) For partially funded positions, the percent effort being requested should be reasonable for the responsibilities being proposed in the program design.
- f) Budgeted items should be justified and fundable under state and federal guidelines.
- g) Funding requested for administrative and management costs should adhere to the guidelines:
 - Indirect overhead costs are limited to a maximum of 10% of total direct costs.
 - Funds requested may NOT be used to supplant resources supporting existing services or activities.
 - Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those determined by NYSDOH/HRI 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.
 - Funding may support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities. This includes funding for administrative staff, supervisors and support personnel, and other-than-personnel costs such as a share of space, supplies, telephone, basic equipment such as computers and printers and other expenses associated with program implementation and service delivery.

C. Review & Award Process

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

The application with the highest acceptable score for each Component will receive the award. An acceptable score is a score above 70. In the event that one application for each Component does not meet an acceptable scoring threshold, the AIDS Institute reserves the option of funding the highest scoring applicant for each Component contingent upon negotiated modifications to the application as agreed upon by the AIDS Institute and the applicant. In the event of tie scores, applicants will be invited to meet with the AIDS Institute to discuss their application and qualifications in order to determine the best qualified applicant.

It is anticipated that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall into one of three categories:

1) not approved, 2) approved but not funded, 3) approved and funded.

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

Once an award has been made, applicants may request a debriefing of their application. 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/guide/mywebhelp> Chapter XI Procurement and Contract Management, 17. Protest Procedures.

VI. Attachments

Attachment 1:	Developing S.M.A.R.T. Goals
Attachment 2:	Glossary of Distance Learning Terms
Attachment 3:	Letter of Interest Format
Attachment 4:	Vendor Responsibility Attestation
Attachment 5:	Application Cover Sheet
Attachment 6:	Application Checklist
Attachment 7:	Stipend Reimbursement Guidance
Attachment 8:	Budget Forms
Attachment 8a:	Budget Form Instructions
Attachment 9:	Bidder's Security Plan (Component C ONLY)
Attachment 10:	CEI Workplan Template
Attachment 11:	Regional Map
Attachment 12:	NYS Master Grant Contract

Developing S.M.A.R.T. goals

Paul J. Meyer describes the characteristics of S.M.A.R.T. goals in *Attitude is Everything*.^[2]

Specific

The first term stresses the need for a specific goal over and against a more general one. This means the goal is clear and unambiguous; without vagaries and platitudes. To make goals specific, they must tell a team exactly what is expected, why is it important, who's involved, where is it going to happen and which attributes are important.

A specific goal will usually answer the five "W" questions:

- What: What do I want to accomplish?
- Why: Specific reasons, purpose or benefits of accomplishing the goal.
- Who: Who is involved?
- Where: Identify a location.
- Which: Identify requirements and constraints.

Measurable

The second term stresses the need for concrete criteria for measuring progress toward the attainment of the goal. The thought behind this is that if a goal is not measurable, it is not possible to know whether a team is making progress toward successful completion. Measuring progress is supposed to help a team stay on track, reach its target dates, and experience the exhilaration of achievement that spurs it on to continued effort required to reach the ultimate goal.

A measurable goal will usually answer questions such as:

- How much?
- How many?
- How will I know when it is accomplished?

Attainable

The third term stresses the importance of goals that are realistic and attainable. While an attainable goal may stretch a team in order to achieve it, the goal is not extreme. That is, the goals are neither out of reach nor below standard performance, as these may be considered meaningless. When you identify goals that are most important to you, you begin to figure out ways you can make them come true. You develop the attitudes, abilities, skills, and financial

capacity to reach them. The theory states that an attainable goal may cause goal-setters to identify previously overlooked opportunities to bring themselves closer to the achievement of their goals.

An attainable goal will usually answer the question:

- How: How can the goal be accomplished?

Relevant

The fourth term stresses the importance of choosing goals that **matter**. A Bank Manager's goal to "Make 50 peanut butter and jelly sandwiches by 2:00pm." may be Specific, Measurable, Attainable, and Time-Bound, but lacks Relevance. Many times you will need support to accomplish a goal: resources, a champion voice, someone to knock down obstacles. Goals that are relevant to your boss, your team, your organization will receive that needed support.

Relevant goals (when met) drive the team, department, and organization forward. A goal that supports or is in alignment with other goals would be considered a relevant goal.

A relevant goal can answer yes to these questions:

- Does this seem worthwhile?
- Is this the right time?
- Does this match our other efforts/needs?
- Are you the right person?

Time-bound

The fifth term stresses the importance of grounding goals within a time frame, giving them a target date. A commitment to a deadline helps a team focus their efforts on completion of the goal on or before the due date. This part of the S.M.A.R.T. goal criteria is intended to prevent goals from being overtaken by the day-to-day crises that invariably arise in an organization. A time-bound goal is intended to establish a sense of urgency.

A time-bound goal will usually answer the question:

- When?
- What can I do 6 months from now?
- What can I do 6 weeks from now?
- What can I do today?

Glossary of Distance Learning Terms

Web Application or App: A web application or mobile application that provides learners with access to organized, easy to use information in the form of documents, videos and other tools via a computer or other mobile device. An important feature of an app is the ability to automatically update information without requiring the learner to take action to reinstall or update the app.

Digital Health: the provision of health promotion or health care services mediated by digital technology such as mobile devices, sensors, social media, genomics, internet, health information technology, artificial intelligence, and data systems.

Distance Learning or Distance Education: a very broad term referring to any mode of delivering education or instruction to clinicians who are not physically present in a traditional setting. Distance learning provides access to learning when the source of information and the learners are separated by time and distance, or both.

Narrated Slide Presentation: an educational presentation using slides or other visuals along with pre-recorded narration by the instructor. A narrated slide presentation to progress automatically or at the learner's direction, often using software such as Microsoft Powerpoint.

Interactive On-Line Training: a formal, organized training that can be accessed 24 hours a day on the internet that is self-paced and actively engages the learner with the material. Interactive distance learning trainings supported under the initiative should not require live facilitation.

Teleconsulting: a form of case-based clinical consultation which uses video-conferencing technology to connect an instructor/specialist with primary care providers at one or more remote sites for the purposes of collaborative decision-making in the diagnosis and treatment of the learner's patients, without requiring the presence of the patient.

Webcast: an educational presentation that may be live or pre-recorded in which both audio and video are accessed by the learner via the internet or materials downloaded from the internet. In many cases, the learner will use Windows Media Player, Quicktime or another player to view and listen to the program. Examples of webcast range from live streaming of a presentation to posting a video of a previously recorded presentation.

Webinar: a live online educational presentation during which participating viewers can submit questions and comments. Webinars are generally hosted via a particular webinar platform such as Citrix, Abode, Webex, Liver Meeting or other service. In some cases, the learner will access both audio and video via a computer and in other cases, audio may be accessed via the telephone.

STIPEND REIMBURSEMENT GUIDANCE

Physician

Preparatory time for a presentation of 1 to 3 hours cannot exceed 4 hours @ \$125.00/hour

Honorarium for live presentation cannot exceed \$500.00

Enduring credit presentation (2 year Limit) cannot exceed \$750.00

Total preparatory time allocation and honorarium cannot exceed \$1200.00

Physicians Assistant or Nurse Practitioner

Preparatory time for a presentation of 1 to 3 hours cannot exceed 4 hours @ \$125.00/hour

Honorarium for live presentation cannot exceed \$500.00

Enduring credit presentation (2 year Limit) cannot exceed \$750.00

Total preparatory time allocation and honorarium cannot exceed \$1200.00

Preceptorships

Honoraria for preceptorship consisting of 6 – 8 hours per day may be \$500 for 1-2 day preceptorship and \$1,000 for 3-5 day preceptorship.

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages. The five consecutive years' budgets should be labeled as instructed in the RFA.

Tab 1 - Summary Budget

- A. **Project Name** – Enter the Component for which you are applying
- B. **Contractor SFS Payee Name** - Enter official contractor name listed on Statewide Financial System (SFS). If you do not have an SFS Contractor name, please enter the official name of agency.
- C. **Contract Period** – “From” is the Start date of the budget and “To” is the end date of the budget. A separate budget must be completed for each 12 month budget period and labeled for each contract period.
- D. The **GRANT FUNDS** column is automatically populated based on the information entered in the major budget categories on Tabs 2 through 5 of the excel spreadsheet. These categories include:
- Salaries
 - Fringe Benefits
 - Contractual Services
 - Travel
 - Equipment
 - Space, Property & Utilities
 - Operating Expenses
 - Other

Tab 2- Salaries

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 include a written justification on Tab 6.*

Position Title: For each position, indicate the title along with the incumbent’s name. If a position is vacant, please indicate “TBD” (to be determined).

Annualized Salary Per Position: For each position, indicate the total annual salary regardless of funding source.

Standard Work Week (Hours): For each position, indicate the number of hours worked per week regardless of funding source.

Percent of Effort Funded: For each position, indicate the percent effort devoted to the proposed program/project.

Number of Months Funded: For each position, indicate the number of months funded on the proposed project.

Total: This column automatically calculates the total funding requested from the AIDS Institute based on annualized salary, hours worked, percent effort and months funded for each position. If the

amount requested for a position is less than what is automatically calculated, please manually enter the requested amount in the total column.

Tab 2 - Fringe Benefits

On the bottom of Tab 2, please fill in the requested information on fringe benefits based on your latest audited financial statements. Also, please indicate the amount and rate requested 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. *Please include a written justification on Tab 6.*

Tab 3 – Contractual Services

Please indicate any services for which a subcontract or consultant will be used. Include an estimated cost for these services. *Please include a written justification on Tab 6.*

Tab 3 – Travel

Please indicate estimated travel costs for the contract period. *Please include a written justification on Tab 6.*

Tab 4 – Equipment and Space

Please indicate estimated equipment or space costs for the contract period. *Please include a written justification on Tab 6.*

Tab 5 – Operating Expenses / Other

Please indicate any operating expenses for the contract period. *(Operating expenses include indirect costs)* Please note indirect costs are limited to 10% of direct costs. *Please include a written justification on Tab 6. The justification for indirect costs needs to include the requested rate.*

Please indicate the estimated Other costs requested for the contract period. *(Other costs include may include Supplies and any other miscellaneous costs for the contract period).* *Please include a written justification on Tab 6.*

Tab 6 - Narrative Budget Justification

Please provide a brief narrative justification in the **JUSTIFICATION** column in Tab 6 for each budgeted item. Requested amounts entered on Tabs 2 through 5 will automatically populate the **BUDGETED** column on Tab 6. The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project.

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

NYSDOH SECURITY REQUIREMENTS

1. INTRODUCTION

1.1.

Organizations which bid to develop or maintain systems for the New York State Department of Health (NYSDOH) must present (i) a security plan document and (ii) security experience information as part of their bid proposal. The security experience information needs to include the bidder's experiences in managing and addressing IT and application security. The security plan document should address how the bidder will manage security of the system. Bidders' security plan must conform to requirements listed below, as well as those indicated throughout this RFP.

Bidders must describe controls addressing these security requirements and specify whether the vendor/contractor or NYSDOH is responsible for implementing and supporting these controls. Vendors and NYSDOH program area are required to work with NYSDOH CISO (New York State Department of Health Chief Information Security Officer) to satisfy these requirements.

An acceptable security plan is mandatory and the bidder's security plan will be scored. Individual components of the security plan are scored in a weighted fashion to evaluate how effectively a vendor will be addressing and managing security requirements. Bidder's security plan must meet a minimum acceptable weighted "security" score in order to 'pass' (This is a **Pass/Fail** requirement). The following are the evaluation criteria on which the components of a bidder's security plan will be scored. Specific requirements for each are detailed in Section 2.

- 1) Secure Transmission**
- 2) Systems and Network Security**
- 3) Application Security Requirements**
- 4) Data integrity,**
- 5) Data availability**
- 6) Account management**
- 7) Security Incident Management and Audit Requirements**
- 8) Proprietary Information, Copyright and Software Licensing**
- 9) Data Confidentiality**

1.2.

When the contract is for management and maintenance of an existing system, NYSDOH CISO-approved security may already be in place for many of the security components required. Gaps in these requirements within existing components will be the responsibility of the NYSDOH program area unless specified in the RFP. Bidders will have the responsibility to ensure new components are in compliance with the security standards in this document and throughout the RFP, as applicable.

1.3

NYSDOH program area will make it known in the RFP which requirements will be managed by NYSDOH. The vendor should describe measures to address all other security requirements in this document in their security plan, as well as indicating which will be handled by NYSDOH program area.

For example, if a component of the RFP's network account management and authentication is accomplished using the NYSDOH Health Commerce System (HCS) which is a NYSDOH CISO-approved system, the bidder can specify that particular network authentication requirement is satisfied by NYSDOH. The bidder should include a description of the bidder's understanding of how authentication is being handled and what the bidder's approach is regarding this requirement.

1.4

When the application/system is hosted internally, i.e., within the network of NYSDOH, network security policies will adhere to NYSDOH infrastructure as defined in Section 2.2.3 of this document, NYSDOH Network Configuration Policy. NYSDOH CISO performs vulnerability scans as required on internally hosted systems using standard approved tools. Vulnerabilities are expected to be corrected in a timely manner, with critical vulnerabilities fixed quickly. Bidder will work with the NYSDOH program area and/or CISO during security assessment, vulnerability fixes, and security testing.

NYSDOH web server capabilities are utilized if the systems and applications are hosted inside NYSDOH network. This includes but is not limited to centralized single sign on via NYSDOH HCS. These capabilities include but are not limited to:

- (a) Ability to scale to large number of users
- (b) Providing Data Integrity
- (c) Providing for security of the data
- (d) Built in audit capabilities
- (e) Providing point in time recovery
- (f) Providing back up and recovery capabilities
- (g) Providing logging information for back up, recovery and auditing
- (h) Providing support for large objects (blobs, etc)
- (i) Providing support for clustering and load balancing
- (j) Providing SSL connectivity
- (k) Providing data confidentiality
- (l) Providing data availability near 24/7/365 if required and arranged for.
- (m) Compliance with all NYSDOH security policies

If necessary and if it is applicable to this RFP, bidder can obtain more information on NYSDOH web server capabilities by contacting the NYSDOH contact person for this RFP.

If the system is to be hosted internally within NYSDOH, the bidder and NYSDOH program area will work with NYSDOH ISHSG system and network staff to ensure adequate services and capabilities exist for the proposed system. Program area will be responsible for funding additional services as needed and may pass this requirement to bidders in their RFP.

1.5

When the systems (databases, files, data, networks, and/or applications) are hosted outside NYSDOH network (i.e., hosted externally), bidder must satisfy all requirements detailed below:

1.5.1. Bidder will ensure that network and host security is defined and in accordance with NYSDOH Network Configuration Policy (section 2.2.3).

1.5.2 Bidder will document in the form of schematics and / or diagrams the network layout of the system in accordance with the Network Configuration Policy and document how security will be performed. Bidder must present their network plan to NYSDOH CISO for review during development and again just prior to production. This should include diagrams with servers clearly labeled. The plan should clearly explain bidder's networking security policy (which can be included as an appendix to bidder's plan), and should clearly describe how vulnerability scans and other on-going security measures will be implemented including frequency of security measures and tests.

1.5.3. Bidder will seek and receive NYSDOH CISO approval for the design, and will share all details of all components of the system and have all security components reviewed by NYSDOH CISO.

1.5.4. Any changes to the approved network layout must be reviewed and approved by NYSDOH CISO for continued compliance with NYSDOH network standards.

1.5.5 Bidder will document for NYSDOH CISO review and approval of how sessions are established.

1.5.6. Bidder will ensure that when user sessions for an application or network connection terminate, either normally or abnormally, all related network sessions will also terminate.

1.5.7. Bidder will ensure that their network is eavesdrop-proof through the use of technologies including but not limited to secure hubs and/or switches. Wireless networks must use WPA2 or higher encryption, they must not broadcast SSIDs and they must ensure only authorized hosts can connect to the WLAN. Wireless may not be used for secure private e-commerce or external-class networks as defined in the Network Configuration Policy (section 2.2.3).

1.5.8. Bidder will ensure that the information, including system(s) will be isolated from other networks via secured network devices such as firewalls and/or state-full routers, including but not limited to other technologies that allow such isolated networks.

1.5.9. Bidder ensures that devices to be used during the scope of work as defined within this RFP are protected by packet-filtering firewalls and/or firewall-grade routers.

1.5.10. Bidder ensures that all devices that are defined within the scope of work in this RFP are operated utilizing robust operating systems and hardened against attack. Hardening includes and is not limited to OS patch management, software patch management and removing unnecessary services where applicable. Bidder must comply with security modules as described in http://www.cert.org/tech_tips/

1.5.11. Bidder ensures that periodic network vulnerability scans and tests be performed. These scans and/or tests should include and not be limited to open ports scans and network intrusion detection. Bidder needs to address this requirement within the security plan, and the plan will be reviewed by NYSDOH CISO. For externally hosted systems, bidder needs to specify tools that will be used for vulnerability scans in the security assessment section. Within NYSDOH managed (internally hosted) networks, standard tools are used in systems like the Health Commerce System (HCS), and these tools were approved by NYSDOH CISO. Similar standard tools must be used by the bidder for scanning in externally hosted systems as well, and these tools will be reviewed for acceptability by NYSDOH CISO. After review, NYSDOH CISO must approve the tools that the bidder plans to use for vulnerability scanning. Bidders can request NYSDOH for the names of the scanning tools used in NYSDOH internally hosted applications/systems, if required. NYSDOH CISO reserves the right to run periodic vulnerability scans and review reports from scans as needed. Scans and tests will be performed prior to being implemented on production networks and after software of operating systems or configuration changes are made. Bidder agrees to provide all source code for periodic review by NYSDOH CISO. Bidder is contractually obligated to fix critical vulnerabilities identified during scans and follow NYSDOH CISO's security recommendations. Scans and test must be performed at least annually and more frequently for critical and/or high-risk systems, such as those exposed to external users and/or the Internet. Scan frequencies should be defined within the scope of work.

1.5.12. All hardware, networking components, physical devices and software related to the scope of this RFP are to be protected by the bidder and no unauthorized person should be able to access these hardware and software components. Bidder is responsible for preventing any intrusion and unauthorized accesses as well as reporting any incidences to the NYSDOH CISO as they occur.

1.5.13. Bidder will describe and document the steps to physically secure the location of servers or workstations that will contain applications, source code and/or databases used during the length

of this contract as described in this RFP. Bidder will describe and document how all these physical devices are protected.

1.5.14. Bidder will describe, document and perform periodic back-ups of data, databases, software, applications including and not limited to source code of anything defined within the scope of this RFP. Bidders are encouraged to address backup security, including the use to encryption of backup media.

1.5.15. Systems hosted outside NYSDOH-managed networks, including all hardware, software, networking components, applications, data, etc, must have the same level of security as that of systems hosted within NYSDOH networks. Some of the capabilities of servers hosted internally are highlighted in the section 1.4. Bidder needs to do periodic reviews and keep externally hosted system up to date to meet all security requirements. Bidder needs to work with NYSDOH CISO in making sure that the externally hosted system is at least as secure as NYSDOH-internally hosted systems. NYSDOH CISO reserves the right to review if bidder's externally hosted system is secure and if it satisfies NYSDOH security requirements completely.

1.5.16. Periodically NYSDOH may update security policies pertaining to systems hosted externally. NYSDOH will make updated standards and policies available to the bidder.

2. SECURITY REQUIREMENTS

2.1 SECURE TRANSMISSION

Bidders need to follow these requirements whenever computer systems are used and data is transmitted electronically.

2.1.1. All information transfers must be secure from point to point as outlined in this section commensurate with data.

2.1.2. No sensitive or confidential information, current, historical, archived files or other information, will be allowed via unencrypted email.

2.1.3 Information transmission must be commensurate with sensitivity and confidentiality of the data. This secure transmission policy applies to all sensitive and confidential information and bidders must include details on how secure transmission is addressed, in their Security Plan.

2.1.4. Appropriate measures to protect information during transmission must be in place. These include but are not limited to: use of data encryption, and/or using transmission headers, checksums, digital signatures and control totals.

2.1.5. Assurance must exist in the security plan that information classified as "confidential" (as defined in this RFP, in HIPAA, NYSDOH policies related to data classification, and/or other NYS Laws and Regulations) must not be transmitted across an open or insecure network unless it is encrypted.

2.1.6. Encryption implementations must be approved by NYSDOH CISO before being utilized. The management of encryption keys and mechanisms must be planned and must conform to NYSDOH standards of encryption management agreed upon with NYSDOH CISO.

2.1.7. Proprietary encryption algorithms used will provide supplemental security only and will not be the sole source of encryption security. All information stored is to be encrypted using above average encryption strength (currently 128-bit for data in motion) except where the information is required for basic system operation and encryption beyond industry-standard levels is not available.

2.2 SYSTEMS AND NETWORK SECURITY

2.2.1 Server Requirements

Security requirements for server(s) used during the length of this RFP/Contract are included but not limited to what is outlined in this section.

All information must be stored on appropriately secured servers, as required in Section 2.2.3, Network Configuration Policy, and they need to have appropriate level of access control.

Systems used in the course of this contract must have appropriate physical controls and be described in the Security Plan.

NYSDOH uses and maintains anti-virus software to ensure virus and anti-malware protection steps are in place to ensure safe operation of the network(s). Bidder's approach towards this should be included in the security plan. NYSDOH CISO reserves the right to review the virus protection solution and make recommendations to ensure proper virus protection/prevention.

2.2.2 Remote Access Control

2.2.2.1. All systems and applications that connect remotely to NYSDOH systems or networks used by NYSDOH System, whether hosted internally or externally, must be approved in writing by NYSDOH CISO.

2.2.2.2. All remote access must be logged at all times, including the ability to produce documentation and justification for any lapses in logging.

2.2.2.3. The use of modems attached to any permanently network-connected device is not allowed unless approved in writing by NYSDOH CISO.

2.2.3 Network Configuration Policy

An organization or Internet domain may contain several types of networks. Each type of network provides different methods of risk reduction, depending on the network access needs. Below is a basic definition of acceptable network configurations.

All networks:

- Eavesdrop-proof through use of secure hubs and/or switches
- Isolated from other networks via secured network devices such as firewalls and/or state-full routers
- Logging of all successful and failed attempts should occur at all network perimeter devices
- Logs should be stored on protected hosts
- Logs should be reviewed at least every business day
- Hosts must comply with security modules as described in http://www.cert.org/tech_tips/
- Network users and administrators must receive security awareness training

Untrusted networks:

Definition: A network outside of the direct, immediate control of the organization.

Example: Internet

Requirements:

- Only firewalls and/or firewall-grade router devices should reside on an untrusted network
- Management of devices on an untrusted network must be via a trusted connection to the device

External networks:

Definition: servers that require unauthenticated access from untrusted networks, such as the Internet.

Example: Network containing public web or mail servers

- No client (user) machines should reside on an external network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- No confidential or sensitive information may be stored, either temporarily or permanently, on any devices on this network except as needed for fundamental system operation and then only if encrypted (/etc/shadow, for example).
- Network logs should be archived for a least 6 months
- Application logging should be activated wherever possible and reviewed at least every business day.
- Inbound and outbound connectivity should be limited to needed services* but may go to and come from any type of network
- Authentication systems must be centrally managed

E-commerce networks:

Definition: Servers that provide authenticated access from untrusted networks, such as the Internet.

Example: Networks used to transact confidential information with clients and/or partners

- No client (user) machines should reside on an e-commerce network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- Network logs should be archived for a least 6 months
- Application logging must be activated where ever possible and reviewed at least every business day
- Confidential or sensitive information stored on devices in this network must be secured independently from network access security control (for example, separate password files) where ever possible
- Confidential or sensitive information stored on devices in this network must be encrypted using above-average encryption strength (currently 128-bit) except where the information is required for basic system operation and encryption beyond industry-standard levels (currently 56-bit) is not available (example: /etc/shadow)
- Confidential or sensitive information transferred to or across untrusted networks must be encrypted
- System and application standards designed to protect the systems, applications and network must be established by the system administrators
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- Inbound and outbound connectivity should be limited to needed services**
- Inbound connectivity from untrusted networks must be authenticated. Authentication must be encrypted to industry-standard levels (at least 56-bit at time of writing).
- Authentication systems must be centrally managed

Private networks:

Definition: Internal network which hosts users and internal-only applications and servers

Example: Corporate intranet

- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices should be maintained in a secure state.
- An automated virus-protect solution must be in operation
- Network logs should be archived for a least 6 months
- Application logging should be activated wherever possible and frequently reviewed by the individual(s) responsible for the application.
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- No inbound connectivity from untrusted networks is permitted
- Inbound connectivity from e-commerce networks is permitted provided the private network devices run robust operating systems and hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services. The needed services cannot provide access beyond the scope of the need. **
- Outbound connectivity should be limited to only to needed services**
- Authentication is required for access to confidential or sensitive information. This includes information temporarily or permanently stored on PCs or other single-user devices

Secured private networks:

Definition: Servers that hold the organizations most sensitive information and are secured from all other types of networks

Example: Network containing database servers containing credit card or patient-identifying data

- No client (user) machines should reside on a secured private network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- Network logs should be archived for a least 6 months
- Application logging must be activated where ever possible and reviewed at least every business day
- Confidential or sensitive information stored on devices in this network must be secured independently from network access security control (for example, separate password files) where ever possible
- System and application standards designed to protect the systems, applications and network must be established by the system administrators
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- Inbound and outbound connectivity should be limited to needed services**
- No inbound connectivity from or through untrusted networks is permitted.
- Authentication systems must be centrally managed

Recommended Best Practices:

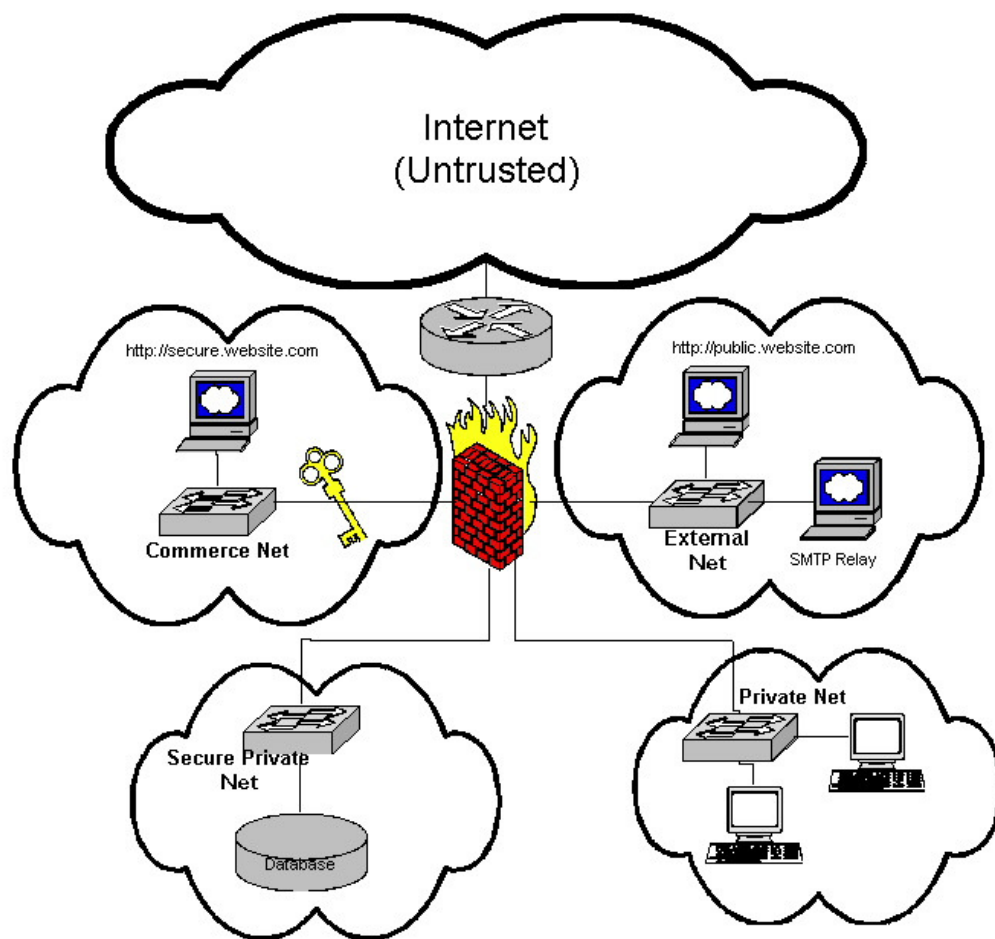
- Network Intrusion Detection Systems be deployed at strategic locations
- Network Mapping/Scanning be done at regular intervals to detect vulnerabilities

NYSDOH Auditing

- Network administrators must provide written confirmation of policy compliance prior to full production implementation and quarterly thereafter. This attestation must be supported by detailed network descriptions, which address the related policy aspects
- NYSDOH Security Office will be provided secure shell (SSH) access to at least one device in each network. The account must have privilege to create network sockets
- NYSDOH Security Office reserves the right to conduct on-site inspection of network infrastructure for the purpose of policy compliance verification
- Modifications to these auditing requirements may be negotiated but should not be assumed.

**** DOH Security Unit will perform the risk benefit analysis prior to approval and deployment of services**

NYSDOH Network Configuration Policy Diagram



2.3 APPLICATION SECURITY REQUIREMENTS

Systems and application development must comply with NYSDOH security policies outlined in this document. When new application code is developed, contractor needs to document the security within their Software Development Life Cycle (SDLC) methodology. The NYSDOH CISO reserves the right to review the development plan and may apply additional requirements for promotion of applications.

NYSDOH CISO review and approval do not apply to emergency code fixes that need to be done during production emergencies, however NYSDOH program area staff is required to notify the NYSDOH CISO immediately when emergency fixes are applied and must work to correct any vulnerabilities discovered in these updates in a timely manner. Any new or updated application code is still expected to go through NYSDOH CISO periodic application security scanning and vulnerabilities must be corrected as specified by NYSDOH CISO in consultation with DOH management.

Applications will be scanned for security vulnerabilities by NYSDOH CISO. Periodically, the NYSDOH CISO may request a copy of the current software source code for its own internal security testing, archiving or other purposes. The winning bidder is expected to work with the NYSDOH CISO to manage security assessment and fix critical vulnerabilities that may jeopardize the security of the system, as specified by NYSDOH CISO and DOH program area. Bidders need to describe in their security plans, what their responsibilities regarding security testing and fixing of critical security vulnerabilities will be.

2.3.1. Testing

Application security tests, reviews and audits must be conducted regularly to evaluate the security of systems and applications. Applications must be tested for vulnerabilities prior to promotion to production. Issues must be identified and rectified as found. When changes are made to related software or applications, testing will be performed again to ensure NYSDOH compliance.

2.3.1.1. Bidder needs to describe their proposed security testing procedures and include contractor's responsibilities for security testing in their security plan. Contractors working with systems on NYSDOH-managed networks are encouraged to use the source code analysis and application security scanning tools managed by the NYSDOH CISO, but may specify alternatives. Alternatives must be approved by NYSDOH CISO.

2.3.1.2. External application testing platforms, if currently in use, as well as software source code testing platforms that are used must be included in the security plan along with a description of the level of bidder's expertise in using these tools.

2.3.2.3. Use of live data for testing purposes: At no time should any application testing be performed on live data. Where ever possible, testing should be created to mimic live data but not contain any live information. Simulation of live data is suggested.

2.3.2. Application vulnerability areas include the following and should be addressed in your Security Plan as applicable.

2.3.2.1. Input Validation: ensure that all input validation be achieved in a manner to prevent any malicious requests or code from being processed.

2.3.2.2 Output Validation: ensure that all data retrieved from inter process operations has been appropriately validated.

2.3.2.3. Type Checking: Ensure that all data retrieved from inter process operations, including screen input, has been validated for the expected data type.

2.3.2.4. Bounds Checking: ensure that all variables be bounded by the length they are designed to be. This is a critical and integral part of Input Validation.

2.3.2.5. Writing Directly to a File: ensure that at no time any sensitive information be written to any external files (text or otherwise) except to log files, unless approved by the NYSDOH CISO. This includes sensitive information and includes any external files used

within the application on a temporary basis.

2.3.2.6. URL Passed Variables: ensure that variables will not be passed via a URL or are subjected to a high standard for Input Validation. Wherever possible, internal session variables should be used and only session reference given.

2.3.2.7. Caching SSL Pages: ensure all feasible precautions are taken to ensure that any cached SSL pages be removed upon exiting of the browser and/or the website.

2.3.2.8. Hidden Form Variables: ensure use of hidden form fields is limited; treat these fields with the same limited trust as other form fields and validate data provided in these fields as such.

2.3.2.9. Cookies: ensure that any cookies required for any and all web based applications will expire upon completion of the application. No cookies should be allowed to remain for an indefinite period of time. A Maximum Auth Cookie timeout will be required. Cookie values received from the client should be validated as with all other input. Authorization cookies must have an expiration time and comply with NYS Cyber Security Policy P03-002.

2.3.2.10. Tool Sets and External Code: ensure that at no time, freely available modules or programs (example: freeware, downloadable scripts, applications or modules) will be used during the scope of the RFP/Contract unless they have been thoroughly tested for application security vulnerabilities and concerns, and/or were approved by NYSDOH CISO. The source code of this program, module or tool must be available for application security scans. If the source code is unavailable, then this module, program or tool should not be included into any application or part of this RFP/Contract. Use of code, modules and/or programs obtained from external sources must be in compliance with licenses agreements.

2.3.2.11. Configuration Files: ensure that no external configuration files will contain sensitive information including but not limited to clear-text user names and/or passwords. Encrypted configuration files and/or use of encrypted values within clear-text files are permitted.

2.3.3. Application Logging: Logs should be reviewed for application security at least each business day and critical issues should be escalated as required by NYSDOH policy and procedures and/or other applicable legal requirements.

2.3.4. Databases: ensure that all connections to any and all databases be secure, including but not limited to restricting connections to said databases from authorized applications, hosts, networks and users.

2.3.5. Database Queries: ensure that all database queries are secure, run by authorized users and application(s). Queries should be stored procedures wherever possible. At no time should input data be passed to the database without appropriate validation.

2.3.6. Writing to Screen including error messages: ensure all feasible precautions are taken to ensure that all error messages are benign and reveal no extra systems information. This includes abend or stack trace errors or any other information displayed that could be used in a malicious way against an application or system. A generic error message should be used at all times.

2.3.7. NYSDOH encourages scanning application source code for security vulnerabilities on a regular basis and addressing vulnerabilities as discovered. Contractors are expected to address critical findings on a regular/ongoing basis.

2.3.8. NYSDOH CISO will conduct periodic reviews of adherence to application security policies, test procedures, guidelines and standards. The NYSDOH CISO and the contractor will work together towards achieving as vulnerability free an outcome of the scan as possible.

2.3.9. All applications must be tested for vulnerabilities prior to promotion into production. Results must be cleared with NYSDOH CISO. NYSDOH CISO approval is required prior to promotion into production.

2.4. Data Integrity

Data integrity is an integral part of any application or system. The Security Plan must include specific details related to preserving the integrity of data maintained in the system.

No unauthorized person or process shall be allowed to update data or in any way impact data integrity. Account management requirements should be satisfied completely. Account management is detailed in 2.6.

The following should be explained in the Security Plan:

2.4.1. Explain how the integrity of all information sources within the scope of this RFP is maintained.

2.4.2. Explain how authorization required for all production system input, is accomplished and tracked as appropriate.

2.4.3. Explain how the system is free from risks of undetected changes.

2.4.4 Explain how integrity of data is maintained on network systems. For internally hosted (NYSDOH) systems, NYSDOH runs periodic network scans and tests to help ensure the integrity of data and network systems.

2.4.5 Explain how a secure environment for the Source Code of any software defined as part of this RFP will be maintained.

2.4.6. Explain how the risks that data input could contain malicious exploits, such as file uploads, will be detected, mitigated and handled.

2.5. Data Availability

Data must be available to the degree specified in the RFP. The Security Plan must clearly describe the plan for ensuring Business Continuity, Disaster Recovery and Data Availability and the requirements/needs around each.

Data should be recoverable from backups when required. Measures must be in place to mitigate data loss. The security plan must specify the backup requirements, who is responsible for each component, how this will be achieved and how it will be verified, including the transfer of recent copies of backups to a physically and environmentally secure off-site storage location, if applicable.

Backup procedures and practices should be monitored regularly and any back up failures should be corrected immediately. Testing the backups should be done regularly to determine if data files and programs can be recovered. All recovery of information from back up and restoration procedures should be documented and appropriate staff well trained for executing successful recoveries during disasters and during situations of data loss.

Backup procedures and practices must comply with all security requirements included in this document, including data integrity and security of data transmission and access controls.

2.6. Account Management

Account management must be described in the security plan. This must address the requirements listed below which are found in NYS Cyber Security Policy P03-002 Part 10, Access Control Policy. This can be found at www.cscic.state.ny.us/lib/policies. It is the bidder's responsibility to obtain a copy of this policy. NYSDOH CISO reserves the right to review and approve the account management process.

Data systems hosted within NYSDOH's networks and made available to external entities must utilize the NYSDOH's existing account systems for at least primary authentication unless explicitly approved by NYSDOH CISO. Data systems to be hosted outside the NYSDOH's networks are encouraged to use these systems as well, however, vendor proposals must include plans to secure the inter-network communications and ensure security of this configuration. Vendors are welcome to use additional authentication and/or authorization controls but must document the need for such and provide details related to account management as described in this section. Access management systems different from standard approved NYSDOH systems, such as Healthcom Commerce System (HCS), must be reviewed and approved by the NYSDOH CISO.

2.6.1. Access to NYSDOH information systems residing within NYSDOH networks (internal) and networks outside NYSDOH networks (external) must be managed to preserve the properties of integrity, confidentiality and availability. NYSDOH's information assets will be protected by appropriate logical and physical access control mechanisms commensurate with the value, sensitivity, consequences of loss or compromise, legal requirements and ease of recovery of these assets.

2.6.2. Information owners are responsible for determining who should have access to protected resources within their jurisdiction, and what those access privileges will be (read, update, delete, etc.). These access privileges will be granted in accordance with the user's job responsibilities. Workforce members must not be allowed access to NYSDOH information systems until properly authorized.

2.6.3. Only appropriate information owners or their delegates will make authorized requests for the registration and granting of access rights for personnel onto NYSDOH systems. As such, information owners and delegates must be formally designated, approved by management and documented. NYSDOH CISO reserves the right to review the authorization process implemented.

2.6.4. A user management and access tracking process shall be established and documented to outline and identify all functions of user management Standards and procedures must exist for account management in accordance with NYS Cyber Security Policy P03-002 which include:

- a. Account provisioning, updating, de-provisioning and distribution (including, user identity verification, enrolling new users, deleting users and reviewing users)
- b. Authorization assignment and revocation
- c. Privileged account management (including granting, removing and periodic review)
- d. Authentication token (such as password) management (including reset) and distribution, including user identification procedures
- e. Access by third parties, such as sub-contractors, and vendors

2.6.5. Privileged user-ids must not give any indication of the user's privilege level, e.g., supervisor, manager, administrator. These individuals should also have a second user-id when performing normal non-privileged business activities, such as, accessing the email system. Where technically feasible, default administrator accounts must be renamed, removed or

disabled. The default passwords for these accounts must be changed if the account is retained, even if the account is renamed or disabled.

2.6.6. For applications that interact with individuals that are not employed by NYSDOH, the information owner is responsible for ensuring an appropriate user management process is implemented. Standards for the registration of such external users must be defined, to include the credentials that must be provided to prove the identity of the user requesting registration, validation of the request and the scope of access that may be provided. These standards will be reviewed and approved by NYSDOH CISO. Guidelines given in "Identity and Access Management: Trust Model" (found at www.oft.state.ny.us) should be followed.

2.6.7. Logon banners are implemented where that feature exists to inform all users that the system is for NYSDOH business or other approved use consistent with NYSDOH policy, and that user activities may be monitored and the user should have no expectation of privacy. Logon banners are usually presented during the authentication process.

The standard approved NYSDOH banner is "Use of NYS Department of Health computers and related resources is restricted solely to the conduct of NYSDOH business. User IDs and passwords assigned to an individual are the responsibility of that individual and may not be shared with others. Compromise of user IDs and passwords to department computers must be immediately reported to NYSDOH CISO. Personal and unauthorized usage is prohibited unless stated otherwise by NYSDOH policy." Where not technically feasible due to length, the following legal notice may be used: "NYSDOH use only and subject to monitoring".

If possible, the notice should appear prior to authentication. If this is not possible, the notice should appear immediately after authentication.

2.6.8. Password Management

2.6.8.1. Passwords are a common means of authenticating a user's identity to access an information system or service. Password standards must be implemented to ensure all authorized individuals accessing NYSDOH resources follow proven password management practices. These password rules must be mandated by automated system controls whenever possible unless explicitly approved otherwise by NYSDOH CISO. These password best practices include but are not limited to:

- a. passwords must not be stored in clear text;
- b. use passwords that are not easily guessed or subject to disclosure through a dictionary attack;
- c. passwords must be kept confidential and not shared;
- d. passwords must be changed at regular intervals with a maximum expiration of 90 days;
- e. change temporary passwords at the first logon;
- f. when technology permits, passwords must contain a mix of alphabetic, numeric, special, and upper/lower case characters and be a minimum of 8 characters;
- g. do not include passwords in any automated logon process (e.g., stored in a macro or function key, web browser or in application code)

2.6.8.2. To ensure good password management, password standards must be implemented on all platforms when technically feasible. Contractor's adherence to password management practices will be reviewed by NYSDOH CISO.

2.7 Security Incident Management and Audit Requirements

NYSDOH CISO reserves the right to review, evaluate and audit for security compliance any component of the system described in this RFP to assess if security requirements are being

followed. The NYSDOH CISO reserves the right to coordinate and/or conduct security assessments and will discuss outcomes of security scanning with the program area and/or contractor to work towards fixing critical security vulnerabilities.

The security plan will include specifics on the bidder's approach of how these audit requirements will be accomplished taking into account items listed below:

2.7.1. System Logs must be available for the NYSDOH CISO to review and/or document how these will be reviewed on a periodic, ongoing basis.

2.7.2. Logs must be reviewed and documented every business day at least once every 24 hours. Assurance must be provided to certify the system is in conformance to Section 2.2.3 NYSDOH Network Configuration Policy of this document.

2.7.3. Systems must be monitored and when thresholds of specific security related events are reached NYSDOH must be notified. All suspicious or unusual events will be reported to the NYSDOH program area who will in turn notify the NYSDOH CISO of possible security incidents within 24 hours of discovery. Bidder's approach towards meeting the addressing of the requirement to monitor and detect security events and to execute proper responses to those events should be included in the security plan for evaluation and scoring.

2.7.4. Security Systems must be in place to record all security related events in an audit log. Where applications maintain their own authentication and/or authorization controls, the application must also maintain its own logs of authorized access privileges and unauthorized attempts at access. Account management requirements, outlined in 2.6, need to be followed. Typically these events include:

- a) Valid and invalid user authentication attempts
- b) Log on and activity of privileged users
- c) Successful access to security system details
- d) Access to resources outside normal hours
- e) Changes to user security profiles
- f) Changes to access rights of resources
- g) Changes to system security configuration

2.7.5. Audit logs including logging analysis tools, systems and outputs, must be managed and stored in a secure manner to ensure their integrity. No unauthorized access should be permitted. At no time should anyone have access to change a log file. No logs may be altered in anyway.

2.7.6. All Security Logs should be archived for at least 6 months, unless directed by other laws and/or regulations.

2.7.7. All users and administrators who are in relation to the scope of work as defined within this RFP must receive periodic security awareness training and are qualified to be working in a secure environment. Any updates to NYSDOH security policies should be communicated to these users and administrators.

2.7.8. All logs are to be made available to NYDOH CISO on an as needed or predetermined schedule for review.

2.7.9. A list of what software used in components of this RFP needs to be maintained and provided as required by NYSDOH CISO. NYSDOH CISO reserves the right to audit and review lists of software added and inspect code and assess compliance of security requirements. NYSDOH CISO may require code found to cause significant risk to NYSDOH be removed.

2.8 Proprietary Information, Copyright and Software Licensing

2.8.1. Software licenses must be reviewed on a periodic basis and the results must be reported to NYSDOH CISO to ensure that the terms of software licenses are being complied with.

2.8.2. Any unauthorized software is to be isolated and access disabled.

2.8.3. Appropriate licenses for any products provided as part of this RFP must exist. Licenses purchased under this contract are owned by NYSDOH.

2.8.4. The copying of software other than for legitimate backup purposes is strictly forbidden and may subject contractor to punitive damages and or cancellation of contract.

2.8.5. Any software including software developed, maintained, acquired or in any other way created during the length of this contract is the expressed property of the NYSDOH and can not be used for any other reason than its intended use without prior approval of NYSDOH.

2.8.6. Contractor at the end of the contract will return to the NYSDOH any and all material and remove from their server(s) and/or any other forms of storage, etc. any and all information pertaining to this contract. The information shared during the length of this contract remains the property of the NYSDOH and will remain so even after this contract has expired.

2.8.7. Especially in the case of sensitive or confidential information, Contractor will ensure that all information at the expiration of this contract will be destroyed and documented as such. Documentation is to be supplied after all information is handed back to the NYSDOH and or subsequent contractor(s).

2.8.8. All media, not owned and maintained by NYSDOH, must be securely erased or rendered unreadable before disposal as approved by NYSDOH CISO. Storage media must be sanitized at or above US Department of Defense standards at the end of contract after information is migrated to the NYSDOH and or the successor of this contract.

2.9 Data Confidentiality

The Security Plan must provide data confidentiality and integrity assurances through technologies including but not limited to field-level encryption, file level encryption and/or strong ACL controls. Contractor agrees that information stored is to be encrypted using above average encryption strength (with 1024-bit or above) except where the information is required for basic system operation and encryption beyond industry-standard levels is not available.

3. Updates to Policies

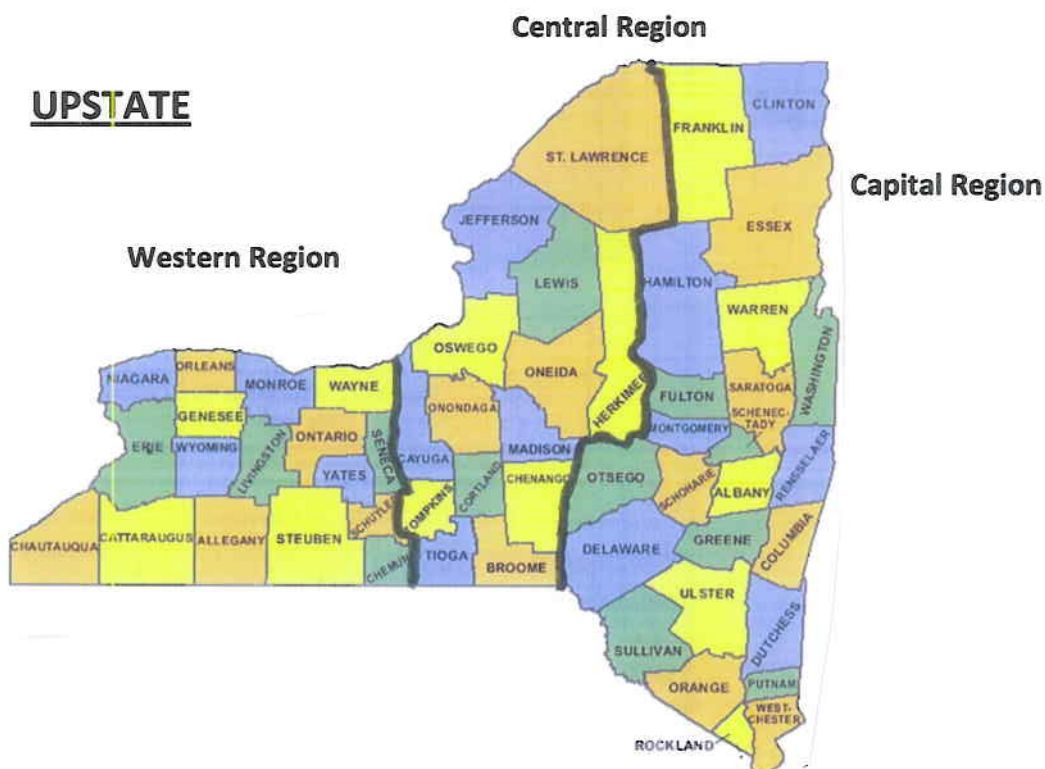
The standards, guidelines and policies described in this document will be revised periodically. Changes to policies will be included in change management or during re-bid. NYSDOH will notify of updates and changes to security policies.

References:

- 1 – NYS Cyber Security Policy P03-002 www.cscic.state.ny.us/lib/policies
- 2 - Health Insurance Portability Accountability Act (HIPAA)
- 3 - http://www.cert.org/tech_tips



REGIONAL MAP



STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: CONTRACT NUMBER: CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: _____ To: _____</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: _____ To: _____</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT:</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- ☐ Attachment A:

☐ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

☐ Attachment B:

☐ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)

☐ Attachment C: Work Plan

☐ Attachment D: Payment and Reporting Schedule

☐ Other:

Contract Number: # _____

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: #_____

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by 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.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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and service reports shall be used to determine funding levels appropriate to the next annual contract period.

- h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
 4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
 5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
 6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
 7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
- 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Instructions for Agencies

Include any agency-specific and/or programmatic requirements that apply in this attachment.

A) Agency Specific Terms and Conditions

Examples of agency-specific content include, but are not limited to provisions governing the following: Program Office, Publications and Copyrights, Patents, and Performance Audit requirements. *At a minimum*, a Program Office and a Contractor's Designee must be designated for the purpose of notice as set forth in the Standard Terms and Conditions, Sections I(J)(2) and I(J)(3).

B) Program Specific Terms and Conditions

Examples of programmatic content include, but are not limited to provisions identifying: Program Standards, Program Requirements, Performance Measures and Matching Requirements not detailed elsewhere in the Master Contract.

**ATTACHMENT A-2
FEDERALLY FUNDED GRANTS**

Instructions for Agencies

Include any terms and conditions specifically applicable to Federally funded grants in this attachment. Examples of Federally funded grant terms and conditions include, but are not limited to, provisions governing Federal pass-through funds, single audits and sub-recipient audits.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1. Personal Services							
a) Salary							
b) Fringe							
Subtotal							
2. Non Personal Services							
a) Contractual Services							
b) Travel							
c) Equipment							
d) Space/Property & Utilities							
e) Operating Expenses							
f) Other							
Subtotal							
TOTAL							

Contract Number: # _____

ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

Contract Number: # _____

ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

Contract Number: #_____

EQUIPMENT - TYPE/DESCRIPTION	TOTAL COST
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
UTILITY EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	

Contract Number: #_____

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

ATTACHMENT B-1 (A) EXPENDITURE BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

**ATTACHMENT B-2 - PERFORMANCE BASED BUDGET
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
Subtotal									
Available Bonus									
TOTAL									

Contract Number: # _____

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
Subtotal									
Available Bonus									
TOTAL									

Contract Number: #_____

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
DETAIL

#	GRANT AMOUNT PER UNIT			NUMBER OF UNITS			GRANT FUNDS		
	ORIGINAL	CHANGE	REVISED AMOUNT	ORIGINAL	CHANGE	REVISED NUMBER	ORIGINAL BUDGET	CHANGE	REVISED BUDGET
1									
2									
3									
4									
5									
TOTAL									

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

ATTACHMENT B-3 – CAPITAL BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					
2. Design					
3. Acquisition					
4. Construction					
5. Administration					
6. Working Capital/Reserves					
7. Other					
TOTAL					

Contract Number: #_____

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT)
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	ORIGINAL BUDGET	CHANGE	REVISED BUDGET				
1. Scoping and Pre Development							
2. Design							
3. Acquisition							
4. Construction							
5. Administration							
6. Working Capital/Reserves							
7. Other							
TOTAL							

Contract Number: #_____

ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT)
DETAIL

SCOPING AND PRE DEVELOPMENT TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: #_____

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ATTACHMENT B-3(A): CAPITAL BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

 To: _____

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement
Due date _____

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

☐ Fee for Service Reimbursement
Due date _____

Contract Number: # _____

- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE