

New York State Department of Health AIDS Institute  
Clinical Education Initiative  
Request for Applications (RFA)  
RFA#: 1311250810  
Internal program # 13-0004



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

RFA Release Date.....December 24, 2013  
Deadline to Submit Questions.....January 16, 2014  
RFA Updates and Questions and Answers Posted.....January 28, 2014  
Letter of Interest Due.....January 29, 2014  
Applications Due.....March 4, 2014 by 5:00pm

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**How to File an Application**

An original unbound application and nine copies **must be received** at the following address by **5:00 pm on March 4, 2014.**

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Albany, New York 12237-0658

**Late Applications will not be accepted.** See page 16 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), Component A: HIV/Hepatitis C Center for Excellence (HIV/HCV Center), 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.

### **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 2011, there were more than 154,000 New Yorkers living with HIV infection but approximately 15% 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 46% achieved viral suppression. Primary care providers and other clinical providers that 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 addition, the AIDS Institute is also working with the community and providers on a plan to significantly reduce new infections and the progression of HIV infected persons to AIDS. A portion of this plan emphasizes the routine offer of HIV testing and the use of new testing technologies to allow earlier detection of the virus which will allow for treatment to begin when persons are most infectious. The use of pre exposure prophylaxis (PrEP) and post exposure prophylaxis (PEP) to prevent transmissions are also key components to reducing new infections. 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 ([www.health.ny.gov/prevention/prevention\\_agenda/](http://www.health.ny.gov/prevention/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, provide pre exposure prophylaxis (PrEP) and post exposure prophylaxis as indicated 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; and
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**

The funded Clinical Education Initiative Training HIV/HCV Center will work independently as well as together with previously funded STD Center of Excellence and the Resource Center 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, and a collection of geographically dispersed 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 Attachment 2, 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 access to testing, pre exposure prophylaxis and post exposure prophylaxis clinical expertise and training opportunities for all clinical providers in New York State including emergency department clinicians;
8. Ensure meaningful collaboration across all funded CEI sites, as well as with other state or federally funded HIV, HCV and STD training initiatives;
9. Evaluate clinical education activities including process and outcome measures that examine the impact of activities on clinical practice and clinical outcomes;
10. Develop performance measures for major areas of activity, define priorities for improvement and implement improvement strategies based on data;
11. 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;
12. Collaborate with statewide and regional professional organizations (see Attachment 10 for regions to seek collaboration from) to sponsor and promote clinical education opportunities; and
13. Award continuing professional education credits to physicians, nurse practitioners, physician assistants, nurses, pharmacists and other clinical staff as directed by the AIDS Institute.

**F. Companion Centers currently funded under the CEI initiative:**

**Component B: STD Center for Excellence (STD Center): University of Rochester**

The STD Center is charged with establishing infrastructure and staffing commensurate with serving as a statewide clinical education program addressing STDs. The STD Center is responsible for developing curricula and clinical education interventions to meet all goals outlined under Section I. D with regard to STDs. The Center is responsible for having a statewide presence and conducting 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 Center delivers 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 10) The STD Center works 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 Center is 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

proposed 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): University of Rochester**

The Resource Center is responsible for carrying out essential tasks related to building capacity of CEI Centers while employing the latest distance learning and tele-consulting technologies (see glossary). The Center supports the initiative by maintaining the [www.ceitraining.org](http://www.ceitraining.org) website and all existing CEI digital technology tools. The Center remains abreast of the latest developments in distance learning modalities, adapts to ever changing platforms and will lead the CEI into new technologies. The Resource Center is responsible for maintaining the following: an on-line registration system, training requests, a provider database and an electronic reporting system to track clinical education activities. The Resource Center works with the AIDS Institute and the CEI Centers to evaluate clinical education activities and the impact of the initiative as a whole. The Center facilitates 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.

Under this RFA, the AIDS Institute seeks to fund:

**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 professional development credit activities in concert with the other previously funded Centers as stated in RFA Section I. F, Centers previously funded under this initiative.

**I. Available Funding**



A total of \$991,500 in State funding will be allocated annually for the HIV/Hepatitis Center for Excellence. The award amount has been established to conform to the funding sources available and ensure adequate coverage for services requested.

One award will be made to the highest scoring application. In the event that an application does not meet an acceptable scoring threshold, the AIDS Institute reserves the option of funding the highest scoring applicant 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.

## **II. Who May Apply**

### **Minimum eligibility requirements:**

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

#### HIV/Hepatitis Center C for Excellence (HIV/HCV Center)

Eligible Applicants are:

- Not-for Profit Academic medical centers and universities.

## **III. Project Narrative/Work Plan Outcomes**

### **Expectations of the Project - 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 and **devote a minimum of 25% effort**. 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 and **devote 100% FTE effort**. 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 a collection of faculty/speakers, geographically dispersed, 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. **Any agreements established with faculty should be made directly with the faculty and not an institution.** 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 contractual basis that must not include any administrative costs and/or institutional fringe benefit rates, or as a current staff member of the 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 devote 25% of its budget to testing, pre exposure prophylaxis (PrEP) and post exposure prophylaxis (PEP).
  3. 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. The target audience for testing, PrEP and PEP will be all clinicians in NYS including emergency department clinicians. 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. (see Attachment 10)
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, provide pre exposure prophylaxis (PrEP) and post exposure prophylaxis as indicated 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; and
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. (see Attachment 10)
  - 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. Ensure access to testing, pre exposure prophylaxis and post exposure prophylaxis clinical expertise and training opportunities for all clinical providers in New York State including emergency department clinicians.
4. The HIV/HCV Center will be prepared to assist a variety of settings with promoting service integration for STDs, HIV and HCV.
5. 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.

6. 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 (LHD). The funded applicant will assist the LHD with education related to HIV, STD, HCV if identified by the LHD as a priority. ([http://www.health.ny.gov/prevention/prevention\\_agenda/2013-2017/](http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/))
7. 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.
8. 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 and the American Nurses’ Credentialing Center’s Commission.

**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 and addresses their concerns in a timely fashion.
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](http://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.
6. The Center will collaborate with the AIDS Institute to actively encourage providers to participate in NYLINKS, keep track of those participating and not participating, and provide this information to the AIDS Institute. (<http://newyorklinks.org/>)

**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.

## **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 – HIV/HCV Center” 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. (see Attachment 3)

### **D. Applicant Conference**

An 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, unbound, signed application and 9 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 the contract resulting from this RFA will have the following multi-year time period: July 1, 2014 – June 30, 2019.

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](http://www.osc.state.ny.us/epay/index.htm), by email at: [epayments@osc.state.ny.us](mailto: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](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](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](mailto: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](http://www.ocs.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://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**

**As of July 31, 2013, all not-for-profit vendors subject to prequalification are 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.

## **VI. 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**

### **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 and the NYS licensure document of the Medical Director 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 and **devote a minimum of 25% effort.**
  - b. Program Director with a Bachelor's degree, or preferably a Master's 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 and **devotes 100% FTE effort.**
  - 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 a geographically diverse 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 center will ensure 25% of its budget is being used to provide clinical expertise and clinical education for testing, pre exposure prophylaxis (PrEP) and post exposure prophylaxis (PEP).
- 3) 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 (see Attachment 10).

## 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 address challenges related to ensuring access to clinical education services regarding testing, PrEP and PEP for all clinicians in NYS including emergency department clinicians.
- 4) 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.
- 5) 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 under Section IV., C., 1-13 of this RFA. Taking into account existing CEI educational material, 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. (see Attachment 10)
  - 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 specific plans for delivering statewide clinical education interventions for testing, pre exposure prophylaxis and post exposure prophylaxis.
- 4) Describe plans for assisting a variety of settings with promoting service integration for STDs, HIV and Hepatitis C.
- 5) 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.
- 6) 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 offer assistance, if needed, in providing HIV, STD, HCV clinical education for implementation of their *Prevention Agenda 2013 -2017* goals.
- 7) 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 in Section IV., D., #7 of the RFA.
- 8) Describe how the applicant will award professional development 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 10)
- 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.
- 5) Describe how the applicant will collaborate with the AIDS Institute to actively encourage providers to participate in NYLINKS, keep track of those participating and not participating, and provide this information to the AIDS Institute.  
(<http://newyorklinks.org/>)

#### 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- July 1, 2014 – June 30, 2015
  - Budget Year 2- July 1, 2015 – June 30, 2016
  - Budget Year 3- July 1, 2016 – June 30, 2017

Budget Year 4- July 1, 2017 – June 30, 2018  
Budget Year 5- July 1, 2018 – June 30, 2019

- 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 which you are applying.

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 faculty that will be needed to support the proposed project. Agreements with faculty should be made directly with the faculty, not the institution, and should not include funding for fringe benefits or administrative costs.**

- d) For partially funded positions, the percent effort being requested should be reasonable for the responsibilities being proposed in the program design. **The Medical Director should be budgeted at a minimum of 25% and the Program Director should be budgeted at 100%.**
- e) A minimum of 25% of the total budget should be devoted specifically to testing, pre exposure prophylaxis (PrEP) and post exposure prophylaxis (PEP). A subcontractor may be used for this portion of the budget. In the budget narrative, applicants need to identify the specific costs within the budget that are being used to support testing, PrEP and PEP.
- 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 will receive the award. An acceptable score is a score above 70. In the event that an application does not meet an acceptable scoring threshold, the AIDS Institute reserves the option of funding the highest scoring applicant contingent upon negotiated modifications to the application as agreed upon by the AIDS Institute and the applicant. In cases in which two or more applicants for funding are judged on the basis of their written application to be equal in quality, the applicant with the highest score on Section Four, Program Design, will receive the award.

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.

## **VII. 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:	CEI Workplan Template
Attachment 10:	Regional Map
Attachment 11:	NYS Master Grant Contract Template

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

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

### 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, Live 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**

**Clinician (Physician, Physician Assistant, Nurse Practitioner, etc)**

Honorarium for any live or enduring credit presentation, including preparation and travel time cannot exceed \$1000.00

**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 supplies and miscellaneous costs*) *Please include a written justification on Tab 6.*

Please indicate the estimated Other costs requested for the contract period. (*Other costs include indirect costs which are limited to 10% of direct costs. The justification for indirect costs needs to include the requested rate.* *Please include a written justification on Tab 6.*

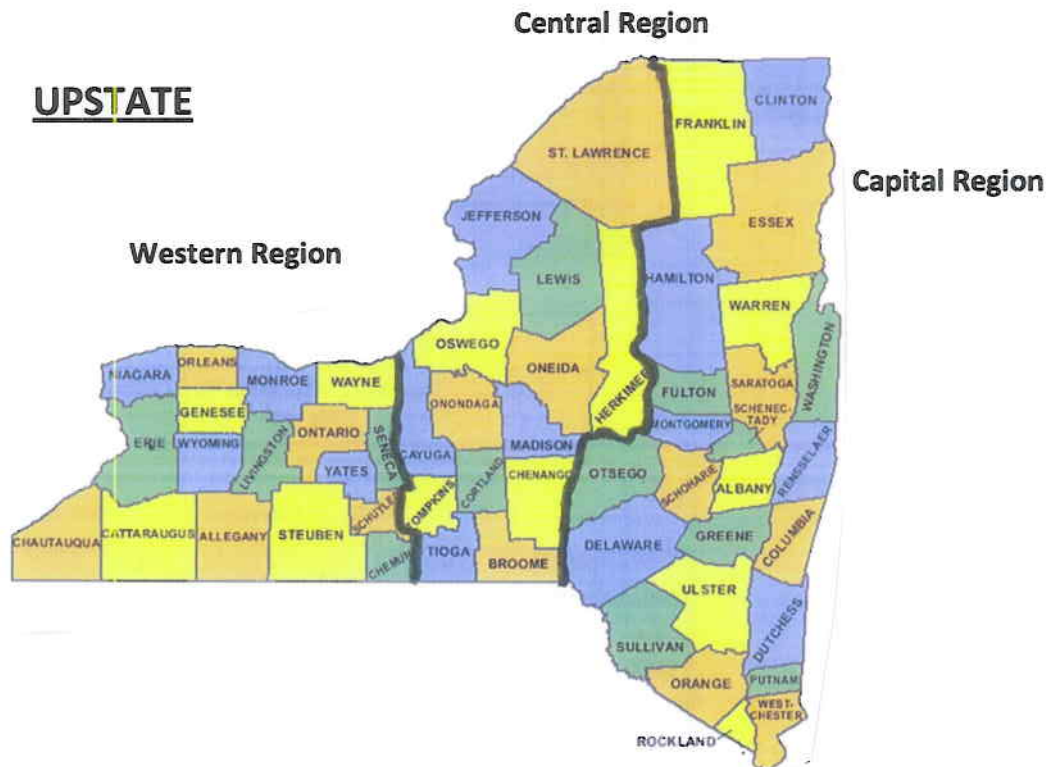
### **Tab 6 - Narrative Budget Justification**

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.**



## REGIONAL MAP



**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<b>STATE AGENCY (Name &amp; Address):</b>	<b>BUSINESS UNIT/DEPT. ID:</b>  <b>CONTRACT NUMBER:</b>  <b>CONTRACT TYPE:</b> <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
<b>CONTRACTOR SFS PAYEE NAME:</b>	<b>TRANSACTION TYPE:</b> <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
<b>CONTRACTOR DOS INCORPORATED NAME:</b>	<b>PROJECT NAME:</b>
<b>CONTRACTOR IDENTIFICATION NUMBERS:</b>  NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	<b>AGENCY IDENTIFIER:</b>   <b>CFDA NUMBER (Federally Funded Grants Only):</b>
<b>CONTRACTOR PRIMARY MAILING ADDRESS:</b>    <b>CONTRACTOR PAYMENT ADDRESS:</b> <input type="checkbox"/> Check if same as primary mailing address   <b>CONTRACT MAILING ADDRESS:</b> <input type="checkbox"/> Check if same as primary mailing address	<b>CONTRACTOR STATUS:</b>  <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  <b>Charities Registration Number:</b>   <b>Exemption Status/Code:</b>  <input type="checkbox"/> Sectarian Entity

Contract Number: # \_\_\_\_\_

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: _____ To: _____</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED TERM:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED PERIOD:</b></p> <p>From: _____ To: _____</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT:</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></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: \_\_\_\_\_

Contract Number: # \_\_\_\_\_

## 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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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

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<sup>1</sup> 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).

<sup>2</sup> 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.<sup>3</sup>

**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

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<sup>3</sup>As 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:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

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

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<sup>4</sup> 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.

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

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

<sup>7</sup> 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:<sup>8</sup> 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

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<sup>8</sup> 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:**<sup>9</sup> 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.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part A. Agency Specific Clauses**

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the



MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development

633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

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

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

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

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

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

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

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

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

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

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

**<< Insert Address >>**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

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

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Insert Vendor/Grantee Name Here**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Part B. Program Specific Clauses**

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<<    **OR**    >>

Attachment A-1 Part B intentionally omitted.

**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					

Contract Number: # \_\_\_\_\_

**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	

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 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)<sup>1</sup>

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.

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<sup>1</sup> 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