

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

<p><b>STATE AGENCY (Name &amp; Address):</b></p> <p>New York State Department of Health          AIDS Institute          Corning Tower, ESP          Albany, New York 12237</p>	<p><b>BUSINESS UNIT/DEPT. ID:</b> DOH01/3450340</p> <p><b>CONTRACT NUMBER:</b> C027874</p> <p><b>CONTRACT TYPE:</b></p> <p><input checked="" type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p>Erie County of</p>	<p><b>TRANSACTION TYPE:</b></p> <p><input type="checkbox"/> New  <input type="checkbox"/> Renewal  <input checked="" type="checkbox"/> Amendment</p>
<p><b>CONTRACTOR DOS INCORPORATED NAME:</b></p>	<p><b>PROJECT NAME:</b></p> <p>HIV Partner Notification Program</p>
<p><b>CONTRACTOR IDENTIFICATION NUMBERS:</b></p> <p>NYS Vendor ID Number: 1000004327          Federal Tax ID Number: 16-6002558          DUNS Number (if applicable): 092960785</p>	<p><b>AGENCY IDENTIFIER:</b></p> <p><b>CFDA NUMBER (Federally Funded Grants Only):</b></p>
<p><b>CONTRACTOR PRIMARY MAILING ADDRESS:</b></p> <p>95 Franklin Street, Rm 910          Buffalo, NY 14202</p> <p><b>CONTRACTOR PAYMENT ADDRESS:</b></p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p><b>CONTRACT MAILING ADDRESS:</b></p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p><b>CONTRACTOR STATUS:</b></p> <p><input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code: 140100000000.00  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p><b>Charities Registration Number:</b></p> <p><b>Exemption Status/Code:</b>EPTL 3</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C027874

Page 1 of 2

Master Grant Contract, Face Page

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

<p><b>CURRENT CONTRACT TERM:</b> From: 10/01/2012      To: 09/30/2017</p> <p><b>CURRENT CONTRACT PERIOD:</b> From: 10/01/2012      To: 09/30/2017</p> <p><b>AMENDED TERM:</b> From:                      To:</p> <p><b>AMENDED PERIOD:</b> From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b> (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 975,490</p> <p>AMENDED: \$ 964,173</p> <p><b>FUNDING SOURCE(S)</b></p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

**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	10/01/2012-09/30/2013	\$ 195,098		\$ 195,098
2	10/01/2013-09/30/2014	\$ 195,098		\$ 191,326
3	10/01/2014-09/30/2015	\$ 195,098		\$ 192,583
4	10/01/2015-09/30/2016	\$ 195,098		\$ 192,583
5	10/01/06-09/30/2017	\$ 195,098		\$ 192,583

**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: Attachment E-1, Workers' Compensation  
Attachment E-2, Disability Benefits Coverage  
Attachment E-3, AIDS Institute Policy on Personal Health Related Information

Contract Number: # C027874

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

**CONTRACTOR**  
**ERIE COUNTY DEPARTMENT OF HEALTH**

**STATE AGENCY**  
**NYS Department of Health**  
**Center for Environmental Health**

By: \_\_\_\_\_  
(signature)  
**Mark Poloncarz / Richard Tobe**  
\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Margie A. Scully  
\_\_\_\_\_  
Printed Name

Title: **County Executive/ Deputy Executive**

Title: Deputy Director Health Care/Policy, AIDS Institute

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

Approved as to Content

\_\_\_\_\_  
Approved Electronically  
**Gregory P. Kammer**  
Assistant County Attorney

\_\_\_\_\_  
Approved Electronically  
**Gale. R. Burstein MD MPH**  
Commissioner of Health

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

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

2013 Department of Health  
Contract/Amendment# \_\_\_\_\_

**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

Contract Number: # C027874

Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions

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

---

<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: # C027874

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

---

<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.

Contract Number: # C027874

Page 9 of 25, Master Contract for Grants - Standard Terms and Conditions

**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),

---

<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.

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

---

<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.

Contract Number: # C027874

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

Contract Number: # C027874

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

Contract Number: # C027874

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.

Contract Number: # C027874

- 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.

---

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

**New York State Department of Health  
ESP Corning Tower, Room 234  
Albany, NY 12237**

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: Corleta Cummings

Title: Contract Manager

Address: 335 East Main Street, Rochester, NY 14604

Telephone Number: (585) 423-8062

E-Mail Address: CLC05@health.state.ny.us

**Erie County Department of Health**

Name: Gale R. Burstein, MD, MPH

Title: Commissioner of Health

Address: 95 Franklin Street, Rm 910, Buffalo, NY 14202

Telephone Number: (716) 858-6976

Facsimile Number: (716) 858-8701

E-Mail Address: gale.burstein@erie.gov

**Part B. Program Specific Clauses**

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

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

**New York State Department of Health**

**Department of Health Program Name: AIDS Institute**

**Initiative Name: HIV/AIDS Programs**

**A.** Any materials, articles, papers, etc. developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment, when deemed appropriate by the AIDS Institute: "Funded by a grant from the New York State Department of Health AIDS Institute". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding the content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

**B.** Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured by the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

**C.** No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

**D.** All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

E. In the performance of a complete and accurate audit of the program, by the STATE, it may become necessary to extend the process to include foundations or other closely allied corporations which have as a primary goal the benefit and/or promotion of the CONTRACTOR. This extended audit would be pursued only to the extent of identifying funds received from or to be used for operation of the program, the purposes of such funds and is not intended as a monitoring device of the foundation or closely allied corporations as such.

F. The CONTRACTOR agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management, and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health's HIV Primary Care Medicaid Program. If eligible, CONTRACTOR agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in the Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder). The CONTRACTOR further certifies that any and all revenue earned during the term of the Agreement as a result of the services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the CONTRACTOR for reimbursement.

G. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York, including Chapter 584 of the Laws of 1988 (the New York State HIV Confidentiality Law) and the appropriate portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and Confidentiality of HIV Related Information).

H. The CONTRACTOR, subcontractors or other agents must comply with New York State Department of Health AIDS Institute policy regarding access to and disclosure of personal health related information, attached to this AGREEMENT as **Attachment E** and made a part hereof.

I. Neither party shall be held responsible for any delay in performance hereunder arising out of causes beyond its control and without its fault or negligence. Such causes may include, but are not limited to fire, strikes, acts of God, inability to secure transportation or materials, natural disasters, or other causes beyond the control of either party.

J. All such subcontracts shall contain provisions specifying that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

K. The CONTRACTOR agrees that it shall coordinate the activities being funded pursuant to the work plan with other organizations providing HIV-related services within its service area including, but not limited to, community service providers, community based organizations, HIV

Special Needs Plans and other agencies providing primary health care – to assure the non-duplication of effort being conducted, and shall develop linkages with these providers in order to effectively coordinate and deliver services to the targeted population. As part of its reporting requirements, the contractor will in accordance with the work plan **Attachment C** advise the AIDS Institute as to the coordination efforts being conducted and the linkage arrangements agreed to.

**L.** The CONTRACTOR also agrees to assist the STATE in providing information regarding other initiatives that either party may be involved with during the term of this AGREEMENT. The CONTRACTOR in accordance with the payment and reporting schedule **Attachment D** is required to participate in the collection of data to evaluate the effectiveness of this initiative. The Data Collection forms will be provided to the CONTRACTOR in order to be able to measure numbers of population serviced and the impact of activities.

**M.** CONTRACTORS funded under the "Multiple Service Agency" and "Community Service Program" initiatives are supported, in part, for expenses relating to the maintenance of general infrastructure to sustain organizational viability. To ensure organizational viability, general infrastructure and administrative costs, as deemed appropriate by the Department of Health, may be supported subject to the review of the Commissioner of Health. Allowable expenses related to infrastructure will be explicitly outlined as a work plan objective in accordance with **Attachment C** and specified in **Attachment B** the contract budget.

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

## New York State - Department of Health - AIDS Institute State Budget Modification/Amendment Form

**Contractor:** Erie County Department of Health  
**Contract Period:** October 1, 2012 - September 30, 2017  
**Contract #:** C027874  
**Vendor ID #:** 1000004327

**Instructions:**  
 -Enter budget information into columns (a), (b), and (c) only;  
 -Percentage change of 10% or more (of the TOTAL CONTRACT AWARD) on any of the 8 budget categories will highlight "RED" in column (e) and require a contract amendment to be approved by OSC;  
 -Percentage change of less than 10% will require a budget modification, approved by the AIDS Institute;  
 -Provide narrative justification for all changes in column (c) on the second tab (sheet 2);  
 -Contract Amendments are due to your contract manager 60 days before the end of the contract; budget mods are due 30 days before.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)
BUDGET CATEGORY	LAST BUDGET APPROVED BY OSC (usually the original contract budget)	CURRENT BUDGET	REQUESTED CHANGE	REVISED BUDGET	TOTAL PERCENTAGE CHANGE	MINIMUM FOR CATEGORY	MAXIMUM FOR CATEGORY
(1) SALARIES	\$581,958	\$581,958	-\$13,510	\$568,448	1.4%	\$484,409	\$679,507
(2) FRINGE BENEFITS	\$393,532	\$393,532	\$2,193	\$395,725	0.2%	\$295,983	\$491,081
(3) SUPPLIES				\$0	0.0%	\$0	\$97,549
(4) TRAVEL				\$0	0.0%	\$0	\$97,549
(5) EQUIPMENT				\$0	0.0%	\$0	\$97,549
(6) MISCELLANEOUS				\$0	0.0%	\$0	\$97,549
(7) SUBCONTRACTOR/CONSULTANTS				\$0	0.0%	\$0	\$97,549
(8) INDIRECT COSTS				\$0	0.0%	\$0	\$97,549
<b>TOTAL CONTRACT AWARD</b>	<b>\$975,490</b>	<b>\$975,490</b>	<b>-\$11,317</b>	<b>\$964,173</b>			

**APPROVALS**

Contractor Signature _____ Date _____	AI Administration _____ Date _____
Bureau Director (if applicable) _____ Date _____	

Fax or electronic copies with signature are acceptable

6/2008 4/2012

RECEIVED BY

NOV 19 2013

ADMINISTRATION & CONTRACT MANAGEMENT

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

Instructions:

- Enter budget information into columns (a), (b), and (c) only;
- Percentage change of 10% or more (of the TOTAL CONTRACT AWARD) on any of the 8 budget categories will highlight "RED"
- In column (e) and require a contract amendment to be approved by OSC;
- Percentage change of less than 10% will require a budget modification, approved by the AIDS Institute;
- Provide narrative justification for all changes in column (c) on the second tab (sheet 2);
- Contract Amendments are due to your contract manager 60 days before the end of the contract; budget mods are due 30 days before.

Erie County Department of Health

October 1, 2013 - September 30, 2014

C027874-

1000004327

Contractor:

Contract Period:

Contract #:

Vendor ID #:

BUDGET CATEGORY	(a) LAST BUDGET APPROVED BY OSC (usually the original contract budget)	(b) CURRENT BUDGET	(c) REQUESTED CHANGE	(d) REVISED BUDGET	(e) TOTAL PERCENTAGE CHANGE	(f) MINIMUM FOR CATEGORY	(g) MAXIMUM FOR CATEGORY
(1) SALARIES	\$116,259	\$116,259	-\$3,809	\$112,450	2.0%	\$96,749	\$135,769
(2) FRINGE BENEFITS	\$78,839	\$78,839	\$37	\$78,876	0.0%	\$59,329	\$98,349
(3) SUPPLIES				\$0	0.0%	\$0	\$19,510
(4) TRAVEL				\$0	0.0%	\$0	\$19,510
(5) EQUIPMENT				\$0	0.0%	\$0	\$19,510
(6) MISCELLANEOUS				\$0	0.0%	\$0	\$19,510
(7) SUBCONTRACTOR/CONSULTANTS				\$0	0.0%	\$0	\$19,510
(8) INDIRECT COSTS				\$0	0.0%	\$0	\$19,510
<b>TOTAL CONTRACT AWARD</b>	<b>\$195,098</b>	<b>\$195,098</b>	<b>-\$3,772</b>	<b>\$191,326</b>			

APPROVALS

Contractor Signature \_\_\_\_\_ Date 11/7/13

AI Program Signature \_\_\_\_\_ Date 11/8/13  
 Bureau Director (if applicable) \_\_\_\_\_ Date 11/9/13

Fax or electronic copies with signature are acceptable

updated 5.30.13



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

Indicate intended voucher frequency with an (X) below:

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2013 - September 30, 2014  
 Federal ID #: 16-6002558  
 NYS Vendor ID #: 1000004327

Quarterly   
 Monthly

Budget Items	Amount Requested from AIDS Institute	Third Party Revenue
(A) SALARIES	\$112,450	
(B) FRINGE BENEFITS	\$78,876	
(C) SUPPLIES		
(D) TRAVEL		
(E) EQUIPMENT		
(F) MISCELLANEOUS		
(G) SUBCONTRACTS/CONSULTANTS		
(H) INDIRECT COSTS		
<b>TOTAL (Sum of lines A through H)</b>	<b>\$191,326</b>	

**Notes:**

- 1: AIDS Institute contract managers may require additional information necessary for approval of requested dollar amounts.
- 2: In order to maintain HIV confidentiality, please do not include any information on the forms which could indicate HIV status. Particular attention should be paid to position titles, job descriptions and any narrative that may contain information related to HIV status.
- 3: When requesting payments for this contract, all expenses must be incurred within the contract period and paid for prior to the submittal of reimbursement vouchers.
- 4: The allowability of costs for this contract is subject to the OMB standards applicable to your organization and any sponsor specific guidance.

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

**Salaries**

Contractor: Erie County Department of Health      Number of pay periods in a calendar year: 26  
 Contract Period: October 1, 2013 - September 30, 2014      Number of hours in a full-time agency work week: 40  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000034327

(1)	(2)	(3)	(4)	(5)	(6)	Third Party Revenue
List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time. If additional space is needed, copy this page.	Hours Worked Per Week Hours worked per week, regardless of funding source.	Annual Salary Salary for 12 months, regardless of funding source.	# of months or pay periods funded on this contract	% of effort worked on this contract	Amount Requested from AIDS Institute Col.3 x Col.4 x Col.5 12 mos. or 26 pp	Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)
Public Health Educator - Michael Chase	40	\$46,871	26.1	100.00%	\$47,051	
Disease Intervention Specialist - TBD	40	\$31,705	26.1	100.00%	\$31,827	
Account Clerk Typist - Karen King	40	\$33,045	6.4	100.00%	\$8,134	
Grade 4 - Step E	40	\$33,573	19.7	100.00%	\$25,438	
					\$112,450	

Note: 1: If the full % of effort worked on this contract cannot be supported, this formula may need to be adjusted and a notation should be made that the balance is supported in-kind.

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

**Fringe Benefits and Position Descriptions**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2013 - September 30, 2014  
 Federal ID #: 16-6002558  
 NYS Vendor ID #: 1000004327

**FRINGE BENEFITS**

1. Does your agency have a federally approved fringe benefit rate?  
 Contractor must attach a copy of federally approved rate agreement.

- YES  
 NO

Approved Rate (%) : \_\_\_\_\_  
 Amount Requested (\$) : \_\_\_\_\_  
**Complete 2-7 below.**

\$201,310,022  
 \$110,351,452  
 54.82%  
 12/31/10

2. Total salary expense based on most recent audited financial statements:  
 3. Total fringe benefits expense based on most recent audited financial statements:  
 4. Agency Fringe Benefit Rate: *(amount from #3 divided by amount from #2)*  
 5. Date of most recently audited financial statements:  
*Attach a copy of the statement of functional expenses supporting the figures listed in #2 and #3.*

Rate Requested (%) : 70.14%  
 Amount Requested (\$) : \$78,876

7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.  
*The FB rate and amount is limited to the award amount (which does not fully cover the required amounts). The actual rate is 81.72%. The actual amount is \$92,000.*

**POSITION DESCRIPTIONS**

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

Title: Public Health Educator  
Contract Duties: Design and implement community educational activities that will target medical providers, community health centers, community-based organizations and other service agencies. Review, with the guidance of the Field Services Regional Coordinator, the NYSDOH BHAIE tracking system to ascertain if there are any reporting deficiencies, anomalies and/or trends. Determine if there are any local HIV service providers requiring assistance with submitting Provider Report Form (DOH-4189). Develop an action plan to address specific agency/provider needs. Follow-up on all laboratory reports received that are not associated with a Provider Report Form (DOH-4189). Conduct outreach activities within the community. Facilitate periodic visits to the primary HIV care centers in Erie County to update administration and staff on Names Reporting and PS information. Performs HIV counseling in compliance with NYSDOH, AIDS Institute and CDC guidelines.

Title: Disease Intervention Specialist  
Contract Duties: Facilitate patient pre-interview preparation. Conduct patient interview/counseling session. Conduct patient follow-up interview. Provide PS field interviews when needed. Complete all appropriate paperwork associated with PS and Names Reporting. Link newly identified patients to appropriate care.

Title: Account Clerk Typist  
Contract Duties: Document PNPAP activities. Maintain client personal medical files, Process laboratory reports. Assist with morbidity reporting.

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

Position Descriptions (continued)

Contractor: Erie County Department of Health  
Contract Period: October 1, 2013 - September 30, 2014  
Federal ID #: 16-6002558  
NYS Vendor ID#: 1000004327

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

<p><u>Title:</u> <u>Contract Duties :</u></p>
<p><u>Title:</u> <u>Contract Duties :</u></p>
<p><u>Title:</u> <u>Contract Duties :</u></p>

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

**Supplies, Travel and Equipment**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2013 - September 30, 2014  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 100000432Z

**SUPPLIES :** *Include items with an individual unit cost under \$1,000 and all software.*

**TRAVEL :** *Include staff, client and conference travel. Contract manager approval is required for out-of-state travel. Funds budgeted for conference travel must be directly related to the funded program. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

Office : \_\_\_\_\_  
 Program : \_\_\_\_\_  
 Total : \_\_\_\_\_

Is mileage requested?  
 (For personal auto or agency liability insurance is required. )

Staff : \_\_\_\_\_  
 Client : \_\_\_\_\_  
 Conference : \_\_\_\_\_  
 Total : \_\_\_\_\_

**EQUIPMENT :** *Itemize the anticipated purchase of all computers and AIRS related equipment (regardless of price) and any items with a unit cost of \$1,000 or more. Contractors are required to maintain three bids on file for items with a unit cost exceeding \$2,000 or for a group of like items whose total cost exceeds \$2,000.*

<u>Item</u>	<u>Amount</u>	<u>Justification</u>
<b>Total :</b>	_____	_____

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

**Miscellaneous**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2013 - September 30, 2014  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000004327

**TELECOMMUNICATIONS :**

*Detail below the methodology and calculation used to allocate telecommunication costs to this contract. Include costs for all telephone lines funded by this contract, including fax and modem lines. Also include any telecommunication installation or equipment costs, hotline, long distance, cell phone, internet or beeper expenses that apply to this contract.*

<u>Item</u>	<u>Amount</u>
<b>Total :</b>	

**SPACE :**

*Detail below the methodology and calculation used to allocate space costs for each location supported by this contract. Provide an address for each location.*

**Total :**

**OTHER :** *May include audit, postage, printing, insurance, equipment rental or maintenance, stipends, media advertising, recruitment or other appropriate costs. Please indicate with an "X" if the item requested is a shared cost. For shared costs, contractor must keep methodology on file to support the amount requested.*

<u>Item</u>	<u>Shared Cost</u>	<u>Amount</u>
<b>Total :</b>		

**MISCELLANEOUS (Telecommunications, Space and Other)**

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

**Subcontracts/Consultants & Indirect Costs**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2013 - September 30, 2014  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000004327

**SUBCONTRACTS/CONSULTANTS :**

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

<u>Agency/Name</u>	<u>Description of Services</u>	<u>Amount</u>
--------------------	--------------------------------	---------------

**Total :**

**INDIRECT COSTS: Costs used to support the indirect rate requested may NOT be directly billed to the contract.**

- (1) All contractors with a federally approved rate may request up to 20% of their approved rate unless otherwise stated in the RFA from which this contract was selected.
- (2) Contractors without a federally approved rate may request an indirect rate up to 10%.

Does your agency have a federally approved indirect cost rate?

Rate Approved (%) : \_\_\_\_\_  
 Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(1)</sup> (\$) : \_\_\_\_\_

Submit a copy of the federally approved indirect rate agreement to support the request.

Indicate the requested rate and amount for indirect costs.

Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(2)</sup> (\$) : \_\_\_\_\_

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

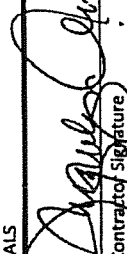
**Contractor:** Erie County Department of Health  
**Contract Period:** October 1, 2014 - September 30, 2015  
**Contract #:** C027874  
**Vendor ID #:** 1000004327

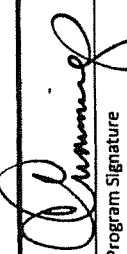

**Instructions:**

- Enter budget information into columns (a), (b), and (c) only;
- Percentage change of 10% or more (of the TOTAL CONTRACT AWARD) on any of the 8 budget categories will highlight "RED" in column (e) and require a contract amendment to be approved by OSC;
- Percentage change of less than 10% will require a budget modification, approved by the AIDS Institute;
- Provide narrative justification for all changes in column (c) on the second tab (sheet 2);
- Contract Amendments are due to your contract manager 60 days before the end of the contract; budget mods are due 30 days before.

BUDGET CATEGORY	(a) LAST BUDGET APPROVED BY OSC (usually the original contract budget)	(b) CURRENT BUDGET	(c) REQUESTED CHANGE	(d) REVISED BUDGET	(e) TOTAL PERCENTAGE CHANGE	(f) MINIMUM FOR CATEGORY	(g) MAXIMUM FOR CATEGORY
(1) SALARIES	\$116,732	\$116,732	-\$4,152	\$112,580	2.1%	\$97,222	\$136,242
(2) FRINGE BENEFITS	\$78,366	\$78,366	\$1,637	\$80,003	0.8%	\$58,856	\$97,876
(3) SUPPLIES				\$0	0.0%	\$0	\$19,510
(4) TRAVEL				\$0	0.0%	\$0	\$19,510
(5) EQUIPMENT				\$0	0.0%	\$0	\$19,510
(6) MISCELLANEOUS				\$0	0.0%	\$0	\$19,510
(7) SUBCONTRACTOR/CONSULTANTS				\$0	0.0%	\$0	\$19,510
(8) INDIRECT COSTS				\$0	0.0%	\$0	\$19,510
<b>TOTAL CONTRACT AWARD</b>	<b>\$195,098</b>	<b>\$195,098</b>	<b>-\$2,515</b>	<b>\$192,583</b>			

**APPROVALS**

  
 Contractor Signature      Date: 11/7/13

  
 AI Program Signature      Date: 11/8/13  
  
 Bureau Director (if applicable)      Date: 11/9/13

Fax or electronic copies with signature are acceptable

updated 5.30.13



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

**Contractor:** Erie County Department of Health      Indicate intended voucher frequency with an (X) below:      Quarterly **X**  
**Contract Period:** October 1, 2014 - September 30, 2015      Monthly \_\_\_\_\_  
**Federal ID #:** 16-6002558  
**NYS Vendor ID #:** 1000004327

	Budget Items	Amount Requested from AIDS Institute	Third Party Revenue <small>Show anticipated use of revenue generated by this contract, (Medicaid and ADAP Plus)</small>
(A)	SALARIES	\$112,580	
(B)	FRINGE BENEFITS	\$80,003	
(C)	SUPPLIES		
(D)	TRAVEL		
(E)	EQUIPMENT		
(F)	MISCELLANEOUS		
(G)	SUBCONTRACTS/CONSULTANTS		
(H)	INDIRECT COSTS		
<b>TOTAL (Sum of lines A through H)</b>		<b>\$192,583</b>	

**Notes:**

- 1: AIDS Institute contract managers may require additional information necessary for approval of requested dollar amounts.
- 2: In order to maintain HIV confidentiality, please do not include any information on the forms which could indicate HIV status. Particular attention should be paid to position titles, job descriptions and any narrative that may contain information related to HIV status.
- 3: When requesting payments for this contract, all expenses must be incurred within the contract period and paid prior to the submittal of reimbursement vouchers.
- 4: The allowability of costs for this contract is subject to the OMB standards applicable to your organization and any sponsor specific guidance.



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

**Fringe Benefits and Position Descriptions**

**Contractor:** Erie County Department of Health  
**Contract Period:** October 1, 2014 - September 30, 2015  
**Federal ID #:** 16-6002558  
**NYS Vendor ID #:** 1000004327

**FRINGE BENEFITS**

1. Does your agency have a federally approved fringe benefit rate?  
 Contractor must attach a copy of federally approved rate agreement.
- YES  
 NO

Approved Rate (%) : \_\_\_\_\_  
 Amount Requested (\$) : \_\_\_\_\_  
**Complete 2-7 below.**

2. Total salary expense based on most recent audited financial statements: \_\_\_\_\_  
 3. Total fringe benefits expense based on most recent audited financial statements: \_\_\_\_\_  
 4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2) \_\_\_\_\_  
 5. Date of most recently audited financial statements: \_\_\_\_\_  
*Attach a copy of the statement of functional expenses supporting the figures listed in #2 and #3.*

\_\_\_\_\_ \$201,310,022  
 \_\_\_\_\_ \$110,351,452  
 \_\_\_\_\_ 54.82%  
 \_\_\_\_\_ 12/31/10

Rate Requested (%) : 71.06%  
 Amount Requested (\$) : \$80,003

7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.  
*The FR rate and amount is limited to the award amount (which does not fully cover the required amounts). The actual amount is \$92,000.*

**POSITION DESCRIPTIONS**

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

**Title:** Public Health Educator  
**Contract Duties:** Design and implement community educational activities that will target medical providers, community health centers, community based organizations and other service agencies. Review, with the guidance of the Field Services Regional Coordinator, the NYSDOH BHAIE tracking system to ascertain if there are any reporting deficiencies, anomalies and/or trends. Determine if there are any local HIV service providers requiring assistance with submitting Provider Report Form (DOH-4189). Develop an action plan to address specific agency/provider needs. Follow-up on all laboratory reports received that are not associated with a Provider Report Form (DOH-4189). Conduct outreach activities within the community. Facilitate periodic visits to the primary HIV care centers in Erie County to update administration and staff on Names Reporting and PS information. Performs HIV counseling in compliance with NYSDOH, AIDS Institute and CDC guidelines.

**Title:** Disease Intervention Specialist  
**Contract Duties:** Facilitate patient pre-interview preparation. Conduct patient interview/counseling session. Conduct patient follow-up interview. Provide PS field interviews when needed. Complete all appropriate paperwork associated with PS and Names Reporting. Link newly identified patients to appropriate care.

**Title:** Account Clerk Typist  
**Contract Duties:** Document PNAP activities. Maintain client personal medical files, Process laboratory reports. Assist with morbidity reporting.

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

**Position Descriptions (continued)**

**Contractor:** Erie County Department of Health

**Contract Period:** October 1, 2014 - September 30, 2015

**Federal ID #:** 16-6002558

**NYS Vendor ID#:** 100004327

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

<u>Title:</u> <u>Contract Duties:</u>
<u>Title:</u> <u>Contract Duties:</u>
<u>Title:</u> <u>Contract Duties:</u>
<u>Title:</u> <u>Contract Duties:</u>
<u>Title:</u> <u>Contract Duties:</u>

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

## Supplies, Travel and Equipment

**Contractor:** Erie County Department of Health

**Contract Period:** October 1, 2014 - September 30, 2015

**Federal ID #:** 16-6002558

**NYS Vendor ID#:** 1000004327

**SUPPLIES :** *Include items with an individual unit cost under \$1,000 and all software.*

**TRAVEL :** *Include staff, client and conference travel. Contract manager approval is required for out-of-state travel. Funds budgeted for conference travel must be directly related to the funded program. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

**Office :** \_\_\_\_\_  
**Program :** \_\_\_\_\_  
**Total :** \_\_\_\_\_

Is mileage requested?  
 (For personal auto or agency auto, proof of liability insurance is required.)

**Staff :** \_\_\_\_\_  
**Client :** \_\_\_\_\_  
**Conference :** \_\_\_\_\_  
**Total :** \_\_\_\_\_

**EQUIPMENT :** *Itemize the anticipated purchase of all computers and AIRS related equipment (regardless of price) and any items with a unit cost of \$1,000 or more. Contractors are required to maintain three bids on file for items with a unit cost exceeding \$2,000 or for a group of like items whose total cost exceeds \$2,000.*

<u>Item</u>	<u>Amount</u>	<u>Justification</u>
<b>Total :</b>	_____	_____

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

**Miscellaneous**

**Contractor:** Erie County Department of Health  
**Contract Period:** October 1, 2014 - September 30, 2015  
**Federal ID #:** 16-6002558  
**NYS Vendor ID#:** 1000004327

**TELECOMMUNICATIONS :**

*Detail below the methodology and calculation used to allocate telecommunication costs to this contract. Include costs for all telephone lines funded by this contract, including fax and modem lines. Also include any telecommunication installation or equipment costs, hotline, long distance, cell phone, internet or beeper expenses that apply to this contract.*

<u>Item</u>	<u>Amount</u>
<b>Total :</b>	

**SPACE :**

*Detail below the methodology and calculation used to allocate space costs for each location supported by this contract. Provide an address for each location.*

<b>Total :</b>
----------------

**OTHER :** *May include audit, postage, printing, insurance, equipment rental or maintenance, stipends, media advertising, recruitment or other appropriate costs. Please indicate with an "X" if the item requested is a shared cost. For shared costs, contractor must keep methodology on file to support the amount requested.*

<u>Item</u>	<u>Shared Cost</u>	<u>Amount</u>
<b>Total :</b>		

**MISCELLANEOUS (Telecommunications, Space and Other)**

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

**Subcontracts/Consultants & Indirect Costs**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2014 - September 30, 2015  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000004327

**SUBCONTRACTS/CONSULTANTS :**

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

<u>Agency/Name</u>	<u>Description of Services</u>	<u>Amount</u>
<b>Total :</b>		

**INDIRECT COSTS: Costs used to support the indirect rate requested may NOT be directly billed to the contract.**

- (1) All contractors with a federally approved rate may request up to 20% of their approved rate unless otherwise stated in the RFA from which this contract was selected.
- (2) Contractors without a federally approved rate may request an indirect rate up to 10%.

Does your agency have a federally approved indirect cost rate?

Rate Approved (%) : \_\_\_\_\_  
 Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(1)</sup> (\$) : \_\_\_\_\_

Submit a copy of the federally approved indirect rate agreement to support the request.

Indicate the requested rate and amount for indirect costs.

Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(2)</sup> (\$) : \_\_\_\_\_

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

Contractor:  
 Contract Period:  
 Contract #:  
 Vendor ID #:

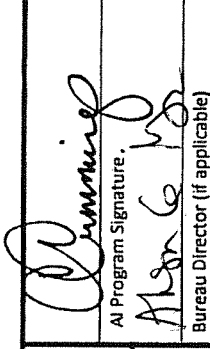
Erie County Department of Health  
 October 1, 2015 - September 30, 2016  
 C027874  
 1000004327

**Instructions:**  
 -Enter budget information into columns (a), (b), and (c) only;  
 -Percentage change of 10% or more (of the TOTAL CONTRACT AWARD) on any of the 8 budget categories will highlight "RED" in column (e) and require a contract amendment to be approved by OSC;  
 -Percentage change of less than 10% will require a budget modification, approved by the AIDS Institute;  
 -Provide narrative justification for all changes in column (c) on the second tab (sheet 2);  
 -Contract Amendments are due to your contract manager 60 days before the end of the contract; budget mods are due 30 days before.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)
BUDGET CATEGORY	LAST BUDGET APPROVED BY OSC (usually the original contract budget)	CURRENT BUDGET	REQUESTED CHANGE	REVISED BUDGET	TOTAL PERCENTAGE CHANGE	MINIMUM FOR CATEGORY	MAXIMUM FOR CATEGORY
(1) SALARIES	\$117,962	\$117,962	-\$2,785	\$115,177	1.4%	\$98,452	\$137,472
(2) FRINGE BENEFITS	\$77,136	\$77,136	\$270	\$77,406	0.1%	\$57,626	\$96,646
(3) SUPPLIES				\$0	0.0%	\$0	\$19,510
(4) TRAVEL				\$0	0.0%	\$0	\$19,510
(5) EQUIPMENT				\$0	0.0%	\$0	\$19,510
(6) MISCELLANEOUS				\$0	0.0%	\$0	\$19,510
(7) SUBCONTRACTOR/CONSULTANTS				\$0	0.0%	\$0	\$19,510
(8) INDIRECT COSTS				\$0	0.0%	\$0	\$19,510
<b>TOTAL CONTRACT AWARD</b>	<b>\$195,098</b>	<b>\$195,098</b>	<b>-\$2,515</b>	<b>\$192,583</b>			

**APPROVALS**

 \_\_\_\_\_  
 Contractor Signature Date 11/7/13

 \_\_\_\_\_  
 AI Program Signature Date 11/8/13  
 Bureau Director (if applicable) Date 11/9/13

AI Administration \_\_\_\_\_  
 Date \_\_\_\_\_

Fax or electronic copies with signature are acceptable

updated 5.30.13



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

Indicate intended voucher frequency with an (X) below:

**Contractor:** Erie County Department of Health  
**Contract Period:** October 1, 2015 - September 30, 2016  
**Federal ID #:** 16-6002558  
**NYS Vendor ID #:** 1000004327

Quarterly   
 Monthly

	Amount Requested from AIDS Institute	Budget Items	Third Party Revenue
(A)	\$115,177	SALARIES	Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)
(B)	\$77,406	FRINGE BENEFITS	
(C)		SUPPLIES	
(D)		TRAVEL	
(E)		EQUIPMENT	
(F)		MISCELLANEOUS	
(G)		SUBCONTRACTS/CONSULTANTS	
(H)		INDIRECT COSTS	
<b>TOTAL (Sum of lines A through H)</b>	<b>\$192,583</b>		

**Notes:**

- 1: AIDS Institute contract managers may require additional information necessary for approval of requested dollar amounts.
- 2: In order to maintain HIV confidentiality, please do not include any information on the forms which could indicate HIV status. Particular attention should be paid to position titles, job descriptions and any narrative that may contain information related to HIV status.
- 3: When requesting payments for this contract, all expenses must be incurred within the contract period and paid prior to the submittal of reimbursement vouchers.
- 4: The allowability of costs for this contract is subject to the OMB standards applicable to your organization and any sponsor specific guidance.



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

**Fringe Benefits and Position Descriptions**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2015 - September 30, 2016  
 Federal ID #: 16-6002558  
 NYS Vendor ID #: 1000004327

**FRINGE BENEFITS**

- YES       NO
1. Does your agency have a federally approved fringe benefit rate?  
*Contractor must attach a copy of federally approved rate agreement.*
2. Total salary expense based on most recent audited financial statements: \_\_\_\_\_
3. Total fringe benefits expense based on most recent audited financial statements: \_\_\_\_\_
4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2) \_\_\_\_\_
5. Date of most recently audited financial statements: \_\_\_\_\_  
*Attach a copy of the statement of functional expenses supporting the figures listed in #2 and #3.*
6. Requested rate and amount for fringe benefits: \_\_\_\_\_
7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.  
*The FR rate and amount is limited to the award amount (which does not fully cover the required amounts). The actual rate is 82.94%. The actual amount is \$95,000.*

Approved Rate (%): \_\_\_\_\_  
 Amount Requested (\$): \_\_\_\_\_  
**Complete 2-7 below.**

_____	\$201,310,022
_____	\$110,351,452
_____	54.82%
_____	12/31/10

Rate Requested (%)	67.20%
Amount Requested	\$77,406

**POSITION DESCRIPTIONS**

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

Title: Public Health Educator

Contract Duties: Design and implement community educational activities that will target medical providers, community health centers, community based organizations and other service agencies. Review, with the guidance of the Field Services Regional Coordinator, the NYSDOH BHAIE tracking system to ascertain if there are any reporting deficiencies, anomalies and/or trends. Determine if there are any local HIV service providers requiring assistance with submitting Provider Report Form (DOH-4189). Develop an action plan to address specific agency/provider needs. Follow-up on all laboratory reports received that are not associated with a Provider Report Form (DOH-4189). Conduct outreach activities within the community. Facilitate periodic visits to the primary HIV care centers in Erie County to update administration and staff on Names Reporting and PS information. Performs HIV counseling in compliance with NYSDOH, AIDS Institute and CDC guidelines.

Title: Disease Intervention Specialist

Contract Duties: Facilitate patient pre-interview preparation. Conduct patient interview/counseling session. Conduct patient follow-up interview. Provide PS field interviews when needed. Complete all appropriate paperwork associated with PS and Names Reporting. Link newly identified patients to appropriate care.

Title: Account Clerk Typist

Contract Duties: Document PNAP activities. Maintain client personal medical files, Process laboratory reports. Assist with morbidity reporting.  
Contract Number: #C027874

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

Position Descriptions (continued)

Contractor: Erie County Department of Health

Contract Period: October 1, 2015 - September 30, 2016

Federal ID #: 16-6002558

NYS Vendor ID#: 1000004327

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

Title:

Contract Duties:

Title:

Contract Duties:

Title:

Contract Duties:

Title:

Contract Duties:

Title:

Contract Duties:



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

**Miscellaneous**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2015 - September 30, 2016  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000004327

**TELECOMMUNICATIONS :**

*Detail below the methodology and calculation used to allocate telecommunication costs to this contract. Include costs for all telephone lines funded by this contract, including fax and modem lines. Also include any telecommunication installation or equipment costs, hotline, long distance, cell phone, internet or beeper expenses that apply to this contract.*

<u>Item</u>	<u>Amount</u>
<b>Total :</b>	

**SPACE :**

*Detail below the methodology and calculation used to allocate space costs for each location supported by this contract. Provide an address for each location.*

<b>Total :</b>	
----------------	--

**OTHER :** *May include audit, postage, printing, insurance, equipment rental or maintenance, stipends, media advertising, recruitment or other appropriate costs. Please indicate with an "X" if the item requested is a shared cost. For shared costs, contractor must keep methodology on file to support the amount requested.*

<u>Item</u>	<u>Shared Cost</u>	<u>Amount</u>
<b>Total :</b>		

**MISCELLANEOUS (Telecommunications, Space and Other)**

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

**Subcontracts/Consultants & Indirect Costs**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2015 - September 30, 2016  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000004327

**SUBCONTRACTS/CONSULTANTS :**

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

<u>Agency/Name</u>	<u>Description of Services</u>	<u>Amount</u>
<b>Total :</b>		

**INDIRECT COSTS: Costs used to support the indirect rate requested may NOT be directly billed to the contract.**

(1) All contractors with a federally approved rate may request up to 20% of their approved rate unless otherwise stated in the RFA from which this contract was selected.  
 (2) Contractors without a federally approved rate may request an indirect rate up to 10%.

Does your agency have a federally approved indirect cost rate?

Rate Approved (%) : \_\_\_\_\_  
 Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(1)</sup> (\$) : \_\_\_\_\_

Submit a copy of the federally approved indirect rate agreement to support the request.

Indicate the requested rate and amount for indirect costs.

Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(2)</sup> (\$) : \_\_\_\_\_

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

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2016 - September 30, 2017  
 Contract #: C027874  
 Vendor ID #: 1000004327

**Instructions:**  
 -Enter budget information into columns (a), (b), and (c) only;  
 -Percentage change of 10% or more (of the TOTAL CONTRACT AWARD) on any of the 8 budget categories will highlight "RED" in column (e) and require a contract amendment to be approved by OSC;  
 -Percentage change of less than 10% will require a budget modification, approved by the AIDS Institute;  
 -Provide narrative justification for all changes in column (c) on the second tab (sheet 2);  
 -Contract Amendments are due to your contract manager 60 days before the end of the contract; budget mods are due 30 days before.

BUDGET CATEGORY	(a) LAST BUDGET APPROVED BY OSC (usually the original contract budget)	(b) CURRENT BUDGET	(c) REQUESTED CHANGE	(d) REVISED BUDGET	(e) TOTAL PERCENTAGE CHANGE	(f) MINIMUM FOR CATEGORY	(g) MAXIMUM FOR CATEGORY
(1) SALARIES	\$117,302	\$117,302	-\$2,764	\$114,538	1.4%	\$97,792	\$136,812
(2) FRINGE BENEFITS	\$77,796	\$77,796	\$249	\$78,045	0.1%	\$58,286	\$97,306
(3) SUPPLIES				\$0	0.0%	\$0	\$19,510
(4) TRAVEL				\$0	0.0%	\$0	\$19,510
(5) EQUIPMENT				\$0	0.0%	\$0	\$19,510
(6) MISCELLANEOUS				\$0	0.0%	\$0	\$19,510
(7) SUBCONTRACTOR/CONSULTANTS				\$0	0.0%	\$0	\$19,510
(8) INDIRECT COSTS				\$0	0.0%	\$0	\$19,510
<b>TOTAL CONTRACT AWARD</b>	\$195,098	\$195,098	-\$2,515	\$192,583			

**APPROVALS**

<p>Contractor Signature:  _____                  Date: 11/7/13</p>	<p>AI Program Signature:  _____                  Date: 11/8/13</p>
<p>Bureau Director (if applicable):  _____                  Date: 11/9/13</p>	
<p>AI Administration _____                  Date _____</p>	

Fax or electronic copies with signature are acceptable

updated 5.30.13



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

**Contractor:** Erie County Department of Health  
**Contract Period:** October 1, 2016 - September 30, 2017  
**Federal ID #:** 16-6002558  
**NYS Vendor ID #:** 1000004327

Indicate intended voucher frequency with an (X) below:  
 Quarterly   
 Monthly

Budget Items	Amount Requested from AIDS Institute	Third Party Revenue
(A) SALARIES	\$114,538	
(B) FRINGE BENEFITS	\$78,045	
(C) SUPPLIES		
(D) TRAVEL		
(E) EQUIPMENT		
(F) MISCELLANEOUS		
(G) SUBCONTRACTS/CONSULTANTS		
(H) INDIRECT COSTS		
<b>TOTAL (Sum of lines A through H)</b>	<b>\$192,583</b>	

**Notes:**

- 1: AIDS Institute contract managers may require additional information necessary for approval of requested dollar amounts.
- 2: In order to maintain HIV confidentiality, please do not include any information on the forms which could indicate HIV status. Particular attention should be paid to position titles, job descriptions and any narrative that may contain information related to HIV status.
- 3: When requesting payments for this contract, all expenses must be incurred within the contract period and paid for prior to the submittal of reimbursement vouchers.
- 4: The allowability of costs for this contract is subject to the OMB standards applicable to your organization and any sponsor specific guidance.



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

**Fringe Benefits and Position Descriptions**

**Contractor:** Erie County Department of Health

**Contract Period:** October 1, 2016 - September 30, 2017

**Federal ID #:** 16-6002558

**NYS Vendor ID #:** 1000004327

**FRINGE BENEFITS**

1. Does your agency have a federally approved fringe benefit rate?  YES  NO  
*Contractor must attach a copy of federally approved rate agreement.*

2. Total salary expense based on most recent audited financial statements: \$201,310,022

3. Total fringe benefits expense based on most recent audited financial statements: \$110,351,452

4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2) 54.82%

5. Date of most recently audited financial statements: 12/31/10

*Attach a copy of the statement of functional expenses supporting the figures listed in #2 and #3.*

6. Requested rate and amount for fringe benefits: 68.14%  
\$78,045

7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.

*The FB rate and amount is limited to the award amount (which does not fully cover the required amounts). The actual rate is 82.94%. The actual amount is \$95,000.*

**POSITION DESCRIPTIONS**

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

**Title:** Public Health Educator

**Contract Duties:** Design and implement community educational activities that will target medical providers, community health centers, community based organizations and other service agencies. Review, with the guidance of the Field Services Regional Coordinator, the NYSDOH BHAIE tracking system to ascertain if there are any reporting deficiencies, anomalies and/or trends. Determine if there are any local HIV service providers requiring assistance with submitting Provider Report Form (DOH-4189). Develop an action plan to address specific agency/provider needs. Follow-up on all laboratory reports received that are not associated with a Provider Report Form (DOH-4189). Conduct outreach activities within the community. Facilitate periodic visits to the primary HIV care centers in Erie County to update administration and staff on Names Reporting and PS information. Performs HIV counseling in compliance with NYSDOH, AIDS Institute and CDC guidelines.

**Title:** Disease Intervention Specialist

**Contract Duties:** Facilitate patient pre-interview preparation. Conduct patient interview/counseling session. Conduct patient follow-up interview. Provide PS field interviews when needed. Complete all appropriate paperwork associated with PS and Names Reporting. Link newly identified patients to appropriate care.

**Title:** Account Clerk Typist

**Contract Duties:** Document PNAP activities. Maintain client personal medical files, Process laboratory reports. Assist with morbidity reporting.

Contract Number: #C027874

Page 4 of 8 Attachment B-1(A)- Expenditure Based Budget (Amendment)

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

Position Descriptions (continued)

Contractor: Erie County Department of Health

Contract Period: October 1, 2016 - September 30, 2017

Federal ID #: 16-6002558

NYS Vendor ID#: 1000004327

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

<u>Title:</u>	
<u>Contract Duties:</u>	
<u>Title:</u>	
<u>Contract Duties:</u>	
<u>Title:</u>	
<u>Contract Duties:</u>	
<u>Title:</u>	
<u>Contract Duties:</u>	



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

**Miscellaneous**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2016 - September 30, 2017  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000004327

**TELECOMMUNICATIONS :**

*Detail below the methodology and calculation used to allocate telecommunication costs to this contract. Include costs for all telephone lines funded by this contract, including fax and modem lines. Also include any telecommunication installation or equipment costs, hotline, long distance, cell phone, internet or beeper expenses that apply to this contract.*

Item

Amount

Total :

**SPACE :**

*Detail below the methodology and calculation used to allocate space costs for each location supported by this contract. Provide an address for each location.*

Total :

**OTHER :**

*May include audit, postage, printing, insurance, equipment rental or maintenance, stipends, media advertising, recruitment or other appropriate costs. Please indicate with an "X" if the item requested is a shared cost. For shared costs, contractor must keep methodology on file to support the amount requested.*

Item

Shared Cost

Amount

Total :

**MISCELLANEOUS (Telecommunications, Space and Other)**

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

**Subcontracts/Consultants & Indirect Costs**

Contractor: Erie County Department of Health  
 Contract Period: October 1, 2016 - September 30, 2017  
 Federal ID #: 16-6002558  
 NYS Vendor ID#: 1000004327

**SUBCONTRACTS/CONSULTANTS :**

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

<u>Agency/Name</u>	<u>Description of Services</u>	<u>Amount</u>
<b>Total :</b>		

**INDIRECT COSTS: Costs used to support the indirect rate requested may NOT be directly billed to the contract.**

(1) All contractors with a federally approved rate may request up to 20% of their approved rate unless otherwise stated in the RFA from which this contract was selected.  
 (2) Contractors without a federally approved rate may request an indirect rate up to 10%.

Does your agency have a federally approved indirect cost rate?

Rate Approved (%) : \_\_\_\_\_  
 Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(1)</sup> (\$) : \_\_\_\_\_

Submit a copy of the federally approved indirect rate agreement to support the request.

Indicate the requested rate and amount for indirect costs.

Rate Requested (%) : \_\_\_\_\_  
 Amount Requested<sup>(2)</sup> (\$) : \_\_\_\_\_

**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 zero percent (0%) 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 30 days after end of quarter
- Monthly Reimbursement  
Due date \_\_\_\_\_
- Biannual Reimbursement  
Due date \_\_\_\_\_
- Fee for Service Reimbursement  
Due date \_\_\_\_\_



- 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 30 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 30 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 30 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 30 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.

<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**

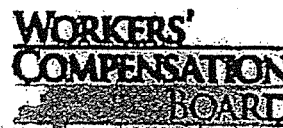
PROGRESS REPORT #	PERIOD COVERED	DUE DATE



ANDREW M. CUOMO  
GOVERNOR

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
20 PARK STREET  
ALBANY, NY 12207

(888) 750-8157



ROBERT E. BELTON  
CHAIR

Office of the Secretary

I, **Kim McCarroll**, Secretary for the New York State Workers' Compensation Board, DO  
**HEREBY CERTIFY**, that

Erie, County of  
F.E.I.N. 16-6002558

has secured compensation to its employees as a self-insurer in the following manner:

- Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.
- Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law.  
(County, city, village, town, school district, fire district or other political subdivision)
- Pursuant to Article 5 of the Workers' Compensation Law. (County Self-Insurance Plan)

The status of self-insurer was effective as of 02/01/2001, and such status still remains in full force.

IN WITNESS WHEREOF, I have  
hereunto set my hand and affixed the  
seal of the Workers' Compensation  
Board this 21<sup>st</sup> day of, November 2012.

STATUS CONFIRMED

By Michelle Kimbel  
Michelle Kimbel  
Self-Insurance Office

Kim McCarroll  
Kim McCarroll, Secretary

SI-12 (08/12)



**Certificate of Attestation of Exemption  
From New York State Workers' Compensation  
and/or Disability Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center"><b>In the Application of (Legal Entity Name and Address):</b></p> <p>COUNTY OF ERIE 93 FRANKLIN ST ROOM 1634 BUFFALO, NY 14202 PHONE: 716-858-3233 FEIN: X00002558</p>	<p align="center"><b>Business Applying For: Contract with Government Agency</b></p> <p>From: NYS DOH- AIDS INSTITUTE</p>
--	--

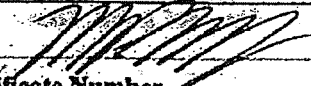
**Workers' Compensation Exemption Statement:**

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:  
The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, MARTIN POLOWY, am the ASSISTANT COUNTY ATTORNEY with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	Signature: 	Date: 2/8/13
Exemption Certificate Number <b>2013-007065</b>		<p align="center">Received <b>February 8, 2013</b> NYS Workers' Compensation Board</p> 

## ATTACHMENT E-3, AIDS Institute Policy on Personal Health Related Information

### Access to and Disclosure of Personal Health Related Information

#### 1. Statement of Purpose

The purpose of this policy is to set forth methods and controls to restrict dissemination and maintain control of confidential personal health related information by contractors, subcontractors and other agents of the Department of Health AIDS Institute.

#### 2. Definition

For the purpose of this policy, personal health related information means any information concerning the health of a person which identifies or could reasonably be used to identify a person.

#### 3. Access

(a) Contractors, subcontractors or other agents of the Department of Health AIDS Institute are not to have access to personal health related information except as part of their official duties;

(b) Access to personal health related information by contractors, subcontracts or other agents of the Department of Health AIDS Institute is to be authorized only after employees have been trained in the responsibilities associated with access to the information;

(c) Contractors, subcontractors, or other agents of the Department of Health AIDS Institute may be authorized to have access to specific personal health related information only when reasonably necessary to perform the specific activities for which they have been designated.

#### 4. Disclosure

All entities, organizations and community agencies who contract with the AIDS Institute shall utilize a Department of Health-approved "Authorization For Release of Confidential HIV Related Information" form (Form DOH-2557 or DOH-2557es), copies of which are included in this Attachment E, when receiving or requesting HIV-related information. No contractor, subcontractor or other agent of the Department of Health AIDS Institute who has knowledge of personal health related information in the course of employment, shall disclose such information to any other person unless such disclosure is in accordance with law, DOH regulations and policy, and the information is required to perform an officially designated function.

#### 5. Disposition

Documents containing personal health related information shall be disposed of in a manner in which the confidentiality will not be compromised.

#### 6. Confidentiality Protocols

(a) Each contractor, subcontractor or other agent of the Department of Health AIDS Institute will develop confidentiality protocols which meet the requirements of this section. The protocols shall include as necessary:

(1) measures to ensure that letters, memoranda and other documents containing personal health related information are accessible only by authorized personnel;

(2) measures to ensure that personal health related information stored electronically is protected from access by unauthorized persons;

(3) measures to ensure that only personal health related information necessary to fulfill authorized functions is maintained;

- (4) measures to ensure that staff working with personal health related information secure such information from casual observance or loss and that such documents or files are returned to confidential storage on termination of use;
- (5) measures to ensure that personal health related information is not inappropriately copied or removed from control;
- (6) measures to provide safeguards to prevent discrimination, abuse or other adverse actions directed toward persons to whom personal health related information applies;
- (7) measures to ensure that personal health related information is adequately secured after working hours;
- (8) measures to ensure that transmittal of personal health related information outside of the contractor, subcontractor or other agent of the Department of Health AIDS Institute is in accordance with law, Department of Health regulation and policy;
- (9) measures to protect the confidentiality of personal health related information being transferred to other units within the contractor, subcontractor or other agent's operation; and
- (10) measures to ensure that documents or files that contain personal health related information that are obsolete or no longer needed are promptly disposed of in such a manner so as to not compromise the confidentiality of the documents.

(b) Protocols for ensuring confidentiality of personal health related information are to be updated whenever a program activity change renders the established protocol obsolete or inadequate.

**7. Employee Training**

(a) Employees of contractors, subcontractors of other agents of the Department of Health AIDS Institute are to be trained with respect to responsibilities and authorization to access personal health related information.

(b) Employees authorized to access personal health related information are to be advised in writing that they shall not:

- (1) examine documents or computer data containing personal health related information unless required in the course of official duties and responsibilities;
- (2) remove from the unit or copy such documents or computer data unless acting within the scope of assigned duties;
- (3) discuss the content of such documents or computer data with any person unless that person had authorized access and the need to know the information discussed; and,
- (4) illegally discriminate, abuse or harass a person to whom personal health related information applies.

**8. Employee Attestation.**

Each employee, upon receiving training, shall sign a statement acknowledging that violation of confidentiality statutes and rules may lead to disciplinary action, including suspension or dismissal from employment and criminal prosecution. Each employee's signed attestation is to be centrally maintained in the employee's personal history file.

## Authorization for Release of Health Information and Confidential HIV-Related Information\*

This form authorizes release of health information including HIV-related information. You may choose to release only your non-HIV health information, only your HIV-related information, or both. Your information may be protected from disclosure by federal privacy law and state law. Confidential HIV-related information is any information indicating that a person has had an HIV-related test, or has HIV infection, HIV-related illness or AIDS, or any information that could indicate a person has been potentially exposed to HIV.

Under New York State Law HIV-related information can only be given to people you allow to have it by signing a written release. This information may also be released to the following: health providers caring for you or your exposed child; health officials when required by law; insurers to permit payment; persons involved in foster care or adoption; official correctional, probation and parole staff; emergency or health care staff who are accidentally exposed to your blood; or by special court order. Under New York State law, anyone who illegally discloses HIV-related information may be punished by a fine of up to \$5,000 and a jail term of up to one year. However, some re-disclosures of health and/or HIV-related information are not protected under federal law. For more information about HIV confidentiality, call the New York State Department of Health HIV Confidentiality Hotline at 1-800-962-5065; for more information regarding federal privacy protection, call the Office for Civil Rights at 1-800-368-1019. You may also contact the NYS Division of Human Rights at 1-888-392-3644.

By checking the boxes below and signing this form, health information and/or HIV-related information can be given to the people listed on page two (and on additional sheets if necessary) of the form, for the reason(s) listed. Upon your request, the facility or person disclosing your health information must provide you with a copy of this form.

- I consent to disclosure of (please check all that apply):
- My HIV-related information
  - My non-HIV health information
  - Both (non-HIV health and HIV-related information)

Name and address of facility/person disclosing HIV-related information: _____ _____
Name of person whose information will be released: _____
Name and address of person signing this form (if other than above): _____ _____
Relationship to person whose information will be released: _____ _____
Describe information to be released: _____
Reason for release of information: _____
Time Period During Which Release of Information is Authorized: From: _____ To: _____
Exceptions to the right to revoke consent, if any: _____ _____
Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment, or eligibility for benefits (Note: Federal privacy regulations may restrict some consequences): _____ _____

Please sign below <b>only</b> if you wish to authorize all facilities/persons listed on pages 1,2 (and 3 if used) of this form to share information among and between themselves for the purpose of providing health care and services.	
Signature _____	Date _____

\* This Authorization for Release of Health Information and Confidential HIV-Related Information form is HIPAA compliant. If releasing only non-HIV related health information, you may use this form or another HIPAA-compliant general health release form.



**Authorization for Release of Health Information  
and Confidential HIV-Related Information\***

**Complete information for each facility/person to be given general information and/or HIV-related information.  
Attach additional sheets as necessary. It is recommended that blank lines be crossed out prior to signing.**

Name and address of facility/person to be given general health and/or HIV-related information:

\_\_\_\_\_  
\_\_\_\_\_

Reason for release, if other than stated on page 1:

\_\_\_\_\_  
\_\_\_\_\_

If information to be disclosed to this facility/person is limited, please specify:

\_\_\_\_\_  
\_\_\_\_\_

Name and address of facility/person to be given general health and/or HIV-related information:

\_\_\_\_\_  
\_\_\_\_\_

Reason for release, if other than stated on page 1:

\_\_\_\_\_  
\_\_\_\_\_

If information to be disclosed to this facility/person is limited, please specify:

\_\_\_\_\_  
\_\_\_\_\_

The law protects you from HIV-related discrimination in housing, employment, health care and other services. For more information, call the New York City Commission on Human Rights at (212) 306-7500 or the NYS Division of Human Rights at 1-888-392-3644.

My questions about this form have been answered. I know that I do not have to allow release of my health and/or HIV-related information, and that I can change my mind at any time and revoke my authorization by writing the facility/person obtaining this release. I authorize the facility/person noted on page one to release health and/or HIV-related information of the person named on page one to the organizations/persons listed.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(SUBJECT OF INFORMATION OR LEGALLY AUTHORIZED REPRESENTATIVE)

If legal representative, indicate relationship to subject:

Print Name \_\_\_\_\_

Client/Patient Number \_\_\_\_\_

**\* This Authorization for Release of Health Information and Confidential HIV-Related Information form is HIPAA compliant. If releasing only non-HIV related health information, you may use this form or another HIPAA-compliant general health release form.**

**Authorization for Release of Health Information  
and Confidential HIV-Related Information\***

**Complete information for each facility/person to be given general information and/or HIV-related information.  
Attach additional sheets as necessary. It is recommended that blank lines be crossed out prior to signing.**

Name and address of facility/person to be given general health and/or HIV-related information:

\_\_\_\_\_  
\_\_\_\_\_

Reason for release, if other than stated on page 1:

\_\_\_\_\_  
\_\_\_\_\_

If information to be disclosed to this facility/person is limited, please specify:

\_\_\_\_\_  
\_\_\_\_\_

Name and address of facility/person to be given general health and/or HIV-related information:

\_\_\_\_\_  
\_\_\_\_\_

Reason for release, if other than stated on page 1:

\_\_\_\_\_  
\_\_\_\_\_

If information to be disclosed to this facility/person is limited, please specify:

\_\_\_\_\_  
\_\_\_\_\_

Name and address of facility/person to be given general health and/or HIV-related information:

\_\_\_\_\_  
\_\_\_\_\_

Reason for release, if other than stated on page 1:

\_\_\_\_\_  
\_\_\_\_\_

If information to be disclosed to this facility/person is limited, please specify:

\_\_\_\_\_  
\_\_\_\_\_

If any/all of this page is completed, please sign below:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(SUBJECT OF INFORMATION OR LEGALLY AUTHORIZED REPRESENTATIVE)

Client/Patient Number \_\_\_\_\_

**\* This Authorization for Release of Health Information and Confidential HIV-Related Information form is HIPAA compliant. If releasing only non-HIV related health information, you may use this form or another HIPAA-compliant general health release form.**

## Autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH

Este formulario autoriza la divulgación de información sobre salud incluyendo la información relacionada con el VIH. Usted puede elegir divulgar solo la información sobre su salud no relacionada con el VIH, solo la información sobre su salud relacionada con el VIH, o ambas. Su información puede estar protegida contra la divulgación por la legislación federal y estatal sobre privacidad. La información confidencial relacionada con el VIH es toda información que indica que una persona se ha realizado una prueba relacionada con el VIH, o está infectada con VIH, padece una enfermedad relacionada con el VIH o cualquier otra información que pueda indicar que una persona ha estado potencialmente expuesta al VIH.

Conforme a lo dispuesto por la legislación del estado de Nueva York, la información relacionada con el VIH solo puede entregarse a las personas que usted haya autorizado mediante un permiso escrito de divulgación. Esta información también puede ser divulgada a los siguientes prestadores de salud que le brindan cuidados a usted o a su hijo expuesto: funcionarios de salud cuando la ley así lo requiera; aseguradores, para autorizar un pago; personas involucradas en cuidados de crianza o adopción; personal oficial correccional, de libertad condicional y bajo palabra; personal de emergencia o de atención de la salud accidentalmente expuestos a su sangre, o por orden judicial especial. En virtud de la ley del estado de Nueva York, a las personas que divulguen ilegalmente información relacionada con el VIH se les puede aplicar una multa de hasta \$5000 y hasta un año de cárcel. Sin embargo, algunas divulgaciones posteriores de información relacionada con la salud o el VIH no están protegidas por la legislación federal. Para obtener más información sobre la confidencialidad del VIH, llame a la línea gratuita de confidencialidad sobre VIH del Departamento de Salud del estado de Nueva York al 1-800-962-5065; para obtener más información sobre protección federal de la privacidad, llame a la Oficina de derechos civiles al 1-800-368-1019. También puede comunicarse con la División de Derechos Humanos del estado de Nueva York al 1-888-392-3644.

Las marcas en las siguientes casillas y su firma en este formulario autorizan la entrega de información sobre salud o relacionada con el VIH a las personas que aparecen en la página dos (y en hojas adicionales en caso de ser necesario) del formulario, por el(los) motivo(s) indicado(s). Usted puede solicitar a la institución o persona que divulga la información sobre su salud que le entregue una copia de este formulario.

Autorizo la divulgación de (marque lo que corresponda):

- Mi información relacionada con el VIH  
 Mi información de salud no relacionada con el VIH  
 Ambas (información de salud no relacionada con VIH e información relacionada con VIH)

Nombre y domicilio de la institución/persona que divulga la información relacionada con el VIH: _____ _____
Nombre de la persona cuya información será divulgada: _____
Nombre y domicilio de la persona que firma este formulario (si difiere de las anteriores): _____ _____
Relación con la persona cuya información será divulgada: _____ _____
Describir la información que se va a divulgar: _____
Motivo de divulgación de la información: _____
Período durante el cual se autoriza la divulgación de la información: Desde: _____ Hasta: _____
Excepciones al derecho de revocar el consentimiento, si existe alguna: _____ _____
Descripción de las consecuencias, en caso de existir, sobre el tratamiento, pago, registro o elegibilidad para obtener beneficios, si no se autoriza la divulgación (Nota: los reglamentos federales de privacidad pueden restringir algunas consecuencias): _____ _____

Firme abajo solo si desea autorizar a todas las instituciones/personas indicadas en las páginas 1, 2 (y 3, si se utilizó) de este formulario a compartir información entre sí con el fin de proveer atención y servicios de salud.
Firma _____ Fecha _____

\* Esta autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH cumple con la HIPAA. Si solo se divulga información de salud no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación de salud general que cumpla con lo dispuesto por la HIPAA.

**Autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH\***

**Completar la información de cada institución/persona a la que se entregará información general o información relacionada con el VIH. Agregar más hojas según sea necesario. Se recomienda tachar las líneas en blanco antes de firmar.**

Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

\_\_\_\_\_  
\_\_\_\_\_

Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

\_\_\_\_\_  
\_\_\_\_\_

Si la información que se va a divulgar a esta institución/persona es limitada, indíquelo:

\_\_\_\_\_  
\_\_\_\_\_

Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

\_\_\_\_\_  
\_\_\_\_\_

Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

\_\_\_\_\_  
\_\_\_\_\_

Si la información que se va a divulgar a esta institución/persona es limitada, indíquelo:

\_\_\_\_\_  
\_\_\_\_\_

La ley lo protege de la discriminación relacionada con el VIH con respecto a vivienda, empleo, atención de la salud y otros servicios. Para obtener más información, llame a la Comisión de Derechos Humanos de la Ciudad de Nueva York al (212) 306-7500 o a la División de Derechos Humanos del estado de Nueva York al 1-888-392-3644.

Se han respondido mis preguntas sobre este formulario. Sé que no debo permitir que se divulgue la información sobre mi salud o la información relacionada con el VIH, y que puedo cambiar de opinión en cualquier momento y revocar la autorización notificando por escrito a la institución/persona a la que se dio el permiso de divulgación. Autorizo a la institución/persona indicada en la página uno a divulgar información relacionada con la salud o el VIH de la persona nombrada en la página uno a las organizaciones/personas indicadas.

Firma \_\_\_\_\_ Fecha \_\_\_\_\_  
(SUJETO DEL QUE SE INFORMA O REPRESENTANTE LEGALMENTE AUTORIZADO)

Si se trata del representante legal, indique relación con el sujeto:

Nombre en letra de molde \_\_\_\_\_

Número de cliente/paciente \_\_\_\_\_

\* Esta autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH cumple con la HIPAA. Si solo se divulga información de salud no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación de salud general que cumpla con lo dispuesto por la HIPAA.

**Autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH\***

**Completar la información de cada institución/persona a la que se entregará información general o información relacionada con el VIH. Agregar más hojas según sea necesario. Se recomienda tachar las líneas en blanco antes de firmar.**

Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

\_\_\_\_\_  
\_\_\_\_\_

Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

\_\_\_\_\_  
\_\_\_\_\_

Si la información a divulgar a esta institución/persona es limitada, indíquelo:

\_\_\_\_\_  
\_\_\_\_\_

Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

\_\_\_\_\_  
\_\_\_\_\_

Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

\_\_\_\_\_  
\_\_\_\_\_

Si la información a divulgar a esta institución/persona es limitada, indíquelo:

\_\_\_\_\_  
\_\_\_\_\_

Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

\_\_\_\_\_  
\_\_\_\_\_

Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

\_\_\_\_\_  
\_\_\_\_\_

Si la información a divulgar a esta institución/persona es limitada, indíquelo:

\_\_\_\_\_  
\_\_\_\_\_

Si toda o parte de esta página está completa, firme abajo:

Firma \_\_\_\_\_ Fecha \_\_\_\_\_  
(SUJETO DEL QUE SE INFORMA O REPRESENTANTE LEGALMENTE AUTORIZADO)

Número de cliente/paciente \_\_\_\_\_

\* Esta autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH cumple con la HIPAA. Si solo se divulga información de salud no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación de salud general que cumpla con lo dispuesto por la HIPAA.

# HEALTH-GRANTS

## HEALTH DIVISION GRANTS

### BREAST AND CERVICAL CANCER EARLY DETECTION

This grant is a continuation of an existing grant for the entitlement period of 6/30/13 to 6/29/14. The purpose of the grant is to support a network of breast and cervical cancer screening providers for low income, asymptomatic, under-insured women aged 50 and over. The grant is funded by Health Research Inc.

Total Appropriation	\$119,023
Federal Share	—
State Share	—
Other Local Sources	\$119,023
County Share	—

### EXPANDED SYRINGE ACCESS AND DISPOSAL PROJECT

This grant is a continuing program for the entitlement period of 7/1/13 to 6/30/14. The program has the dual purpose of expanding syringe access without a prescription, as well as enhancing disposal safety within the community. It is funded by a grant from New York State.

Total Appropriation	\$ 56,812
Federal Share	—
State Share	\$ 56,812
County Share	—

### HIV PARTNER NOTIFICATION PROGRAM

This grant is for the entitlement period of 10/1/13 to 09/30/14. The purpose of the grant is to enable the Erie County Health Department to provide HIV surveillance and partner assistance services in conjunction with New York State Health Department disease control staff. HIV surveillance data will be used to monitor trends in the epidemic, to estimate prevalence, to project future cases and resource needs, to identify populations at risk, to target and evaluate primary and secondary prevention efforts and to plan and develop accessible health care services. The identification of partners at risk of exposure to HIV and the provision of partner notification assistance will allow those at potential risk to be informed of their possible exposure, to receive information about HIV and to obtain access to HIV counseling, testing and care. The grant is funded by New York State.

Total Appropriation	\$204,000
Federal Share	—
State Share	\$195,098
County Share	\$ 8,902