

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

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| <p>STATE AGENCY (Name &amp; Address):<br/>Department of Health</p> <p>Corning Tower, Room 2748 Empire State Plaza<br/>Albany, NY 12237</p>  | <p>BUSINESS UNIT/DEPT ID: DOH01 3450000</p> <p>CONTRACT NUMBER:<br/>DOH01-C33948GG-3450000</p> <p>CONTRACT TYPE (select one):<br/><input checked="" type="checkbox"/> Multi-Year Agreement<br/><input type="checkbox"/> Simplified Renewal Agreement<br/><input type="checkbox"/> Fixed Term Agreement</p>  |
| <p>CONTRACTOR NAME:<br/>ONEIDA COUNTY OF</p>  | <p>TRANSACTION TYPE:<br/><input type="checkbox"/> New<br/><input type="checkbox"/> Renewal (list periods) :<br/><input checked="" type="checkbox"/> Amendment (list periods) : 1, 2, 3, 4, 5, 6</p>   |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595</p> <p>Federal Tax ID Number: 156000460</p>   | <p>PROJECT NAME: DOH01_TB PRGM</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN)<br/>(Federally Funded Grants Only):<br/>93.116</p>   |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:<br/>185 GENESEE ST 4TH FL<br/><br/>UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:<br/>800 PARK AVE<br/><br/>UTICA, NY 13501</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:<br/><br/>800 PARK AVE<br/><br/>UTICA, NY 13501</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:<br/>jtimpano@ocgov.net</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit<br/><input checked="" type="checkbox"/> Municipality<br/><input type="checkbox"/> Tribal Nation<br/><input type="checkbox"/> Individual<br/><input type="checkbox"/> Not-For- Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: N/A</p> <p><input type="checkbox"/> Sectarian Entity</p>  |
| <p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2019 To: 03/31/2024</p> <p>AMENDED TERM:</p> <p>From: 04/01/2019<br/>To: 12/31/2024</p>  | <p>CONTRACT FUNDING AMOUNT<br/>(Fixed Term – enter current period amount;<br/>Simplified Renewal – enter cumulative amount to date;<br/>Multi-year – enter total projected amount of the contract):</p> <p>CURRENT: \$198,830.00</p> <p>AMENDED: \$234,266.00</p> <p>FUNDING SOURCE(S)<br/><input checked="" type="checkbox"/> State<br/><input checked="" type="checkbox"/> Federal<br/><input type="checkbox"/> Other</p> |

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- ☒ Appendix A
- ☒ Attachment A:

☒ A-1 Agency Specific Terms and Conditions  
☐ A-2 Program Specific Terms and Conditions  
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- ☒ Attachment B:

☐ B-1 Expenditure Based Budget  
☐ B-2 Performance Based Budget  
☐ B-3 Capital Budget  
☐ B-4 Net Deficit Budget  
  
☒ B-1(A) Expenditure Based Budget (Amendment)  
☐ B-2(A) Performance Based Budget (Amendment)  
☐ B-3(A) Capital Budget (Amendment)  
☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ Attachment C: Work Plan
- ☒ Attachment D: Payment and Reporting
- ☒ Other:

Attachment M  
Attachment H

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

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| IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.   |   |
| <p>In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.</p> <p>CONTRACTOR: ONEIDA COUNTY OF _____</p> <p>By: _____<br/>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p> | <p>In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.</p> <p>STATE AGENCY: _____</p> <p>By: _____<br/>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p> |
| <p>ATTORNEY GENERAL'S SIGNATURE<br/>APPROVED AS TO FORM</p> <p>By: _____<br/>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>  | <p>STATE COMPTROLLER'S SIGNATURE</p> <p>By: _____<br/>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>   |

# STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work 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 and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

## STANDARD TERMS AND CONDITIONS

### I. GENERAL PROVISIONS

**A. Order of Precedence:** In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)<sup>1</sup>, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

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<sup>1</sup> For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

- B. Funding:** Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the 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 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.
- D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification 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 proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
- E. Severability:** Any provision of the 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 Contract shall attempt in good faith to reform the 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.
- F. Interpretation:** The headings in the 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 gender neutral. The 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.
- G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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.
- The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.
- H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, 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 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 Contract.

- I. 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 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 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 the State of New York, the State Agency, or any county, or other local government entity.
- J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the 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.
- K. 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 and will comply with requirements therein.
- L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. Renewal:**
  - 1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.
  - 2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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 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. Notification to the Contractor of the State's intent to not renew the 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 Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

## **II. TERMINATION AND SUSPENSION**

### **A. Termination:**

#### **1. Grounds:**

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the 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 Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the 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 or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the 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 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: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

#### **2. Effect of Notice and Termination on State's Payment Obligations:**

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently

approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

Where the 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 Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

**4. 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 formal written notice outlining the specific details 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 Contract.

**III. ADDITIONAL 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. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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 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 and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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. If requested by the State, 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 shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### **D. Property:**

1. For the purposes of the Contract, "Property" is defined as 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. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
  - 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. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in

writing to the Contractor retaining possession of the Property to use for similar purposes.

- b) 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.
  - c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the 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. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
  - d) 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 specified in the 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.
  - e) 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 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 Contract:
- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
  - 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 Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
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 Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and

expenditure of funds received under the 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 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.

## **F. Confidentiality**

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the

Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

**G. Publicity:**

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "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.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the 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 State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the 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 III(F)(2) (Publicity) hereof.

#### **H. Web-Based Applications-Accessibility:**

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

#### **I. 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.

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

#### **J. 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

#### **K. Vendor Responsibility:**

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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 Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. 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.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will 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 this Contract.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic  
Development  
Division for Small Business and  
Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

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 33rd Floor  
New York, NY 10017  
646-846-7364  
Email: [mailto:mwbebusinessdev@esd.  
ny.gov](mailto:mailto:mwbebusinessdev@esd.ny.gov)  
[https://ny.newnycontracts.  
com/FrontEnd/  
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:  
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.**

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**ATTACHMENT A-1**  
**AGENCY SPECIFIC TERMS AND CONDITIONS**

**Agency Specific Terms and Conditions**

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

**A. Earned Revenues:** 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.

**B. Administrative Rules and Audits:**

1. If this Contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements, regarding administration and allowable costs:
  - a) For local and Indian tribal governments, for-profit entities, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A, B, C, and E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
  - b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.
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 paragraph "B. 1" above.
3. The CONTRACTOR shall comply with the following grant requirements regarding procurements.



- a. If the Contract is funded in whole or in part with federal funds/awards, the Contractor shall abide by the procurement standards set forth in Subpart D, of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Appendix II to Part 200 as well as any defined terms set forth in Subpart A, OMB, 2 CFR, Chapter I, Chapter II, Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. If the Contract is funded entirely from State funds, and the CONTRACTOR is a New York State entity (i.e., a state agency or political subdivision of the State) the CONTRACTOR will follow the same policies and procedures it uses for procurements from its general funds.
- c. If the Contract is funded entirely from State funds, and the CONTRACTOR is not a New York State entity, the Contractor shall have and comply with the following:
  - i. A sufficient and documented procurement process that maintains records to detail the history of procurements associated with any awarded grant project. These records shall include, but are not limited to, rationale for the method of procurement (e.g., micro-purchase, small purchases, sealed bids, request for proposals, noncompetitive/sole source), the selection of a Contract type, Contractor selection and/or rejection, and the basis of a Contract price.
  - ii. A documented procurement process that conforms with any applicable federal, state and local laws and regulations. As part of the required procurement procedures, CONTRACTOR must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of Contracts. The standards of conduct must provide for disciplinary actions to be applied for violations by officers, employees or agents of the CONTRACTOR. Such standards shall provide, at a minimum, that no employee, officer, or agent of the CONTRACTOR will participate in the selection, award, or administration of a Contract supported by grant funds if a conflict of interest, real or actual, is involved. The standards of conduct shall also cover organizational conflicts of interest. Organizational conflicts of interest arise where an entity is or appears to be unable to conduct an impartial procurement action due to relationships with a parent company, affiliate, or subsidiary organization.
  - iii. A written protest procedure allowing any Contractor, subcontractor or aggrieved party to protest actions before or after the award of a Contract utilizing State funding. The CONTRACTOR alone will be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement Contract solicitations and awards. Such protest shall be outlined in all bid requests, request

for proposals, request for applications, etc. issued by or on behalf of the CONTRACTOR concerning any grant-funded projects. CONTRACTOR may satisfy the protest procedure requirements by adopting procedures analogous to those set forth in Part 24 of Title 2 of the New York Codes, Rules and Regulations; and

- iv. Any Contract concerning a grant-funded project must be a written agreement between the CONTRACTOR and the third party providing specific goods and/or services. Whether with a Contractor, subcontractor, consultant or vendor, the Contract must as appropriate state the activities to be performed; the time schedule; the policies and requirements that apply to the Contractor, subcontractor, consultant or vendor, including these procurement requirements; and any other terms and conditions of the grant and the master grant Contract.
- v. These procurement requirements may also be met by demonstrating compliance with Subpart D, OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

a) If the Contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this Contract is funded from other than federal awards or if the Contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 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, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

5. For audit reports 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 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.

**C.** 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.

**D.** 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.

**E.** 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 age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

**F.** The CONTRACTOR shall not discriminate on the basis of age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law, has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

**G.** 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.

**H.** 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 the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-1 in the paper-based Contract:

- 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 the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-2 in the paper-based Contract:

- 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

**I.** 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.

**J.** 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.

**K.** Reserved.

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

New York State Department of Health  
Bureau of Tuberculosis Control  
ESP Corning Tower, Room 575

Albany, NY 12237

**M.** 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.

**N. 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.

**O.** Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); G. (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: Cheryl Kearns

Title: Research Scientist 3

Address: ESP Corning Tower, Room 575, Albany, NY 12237

Telephone Number: 518-473-1337

E-Mail Address: Cheryl.Kearns@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within “Contractor Primary Mailing Address” on Page 1 of 2, Master Grant Contract, Face Page.

**P. Executive Order 177 Certification**

By entering into this Contract, the CONTRACTOR understands the following:

1. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law or;
2. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices; and
3. Generally, the Human Rights Law applies to:
  - all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
  - employers with fewer than four employees in all cases involving sexual harassment; and,
  - any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the CONTRACTOR, by entering into this Contract hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic

characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law. "Permitting a religious or denominational entity, or a charitable organization operated for charitable or educational purposes which is operated, supervised or controlled by a religious organization to limit employment or sales or rental of housing or admission to or giving preference to persons of the same religion or denomination or to promote the religious principles for which it is established or maintained" (NYS Human Rights Law, Section 296.11).

**Q. Contractor Assurance of No Conflict of Interest or Detrimental Effect**

The CONTRACTOR or subcontractor, by entering into this Contract or providing services pursuant to this Contract as a CONTRACTOR, joint venture Contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other Contract currently in force with the State of New York.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliate organization, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to the CONTRACTOR, subcontractor or other clients/customers/agents of the CONTRACTOR, subcontractor or former officers and employees of the STATE and its Affiliates, in connection with its rendering services enumerated in this Contract. If a conflict does or might exist, the CONTRACTOR or applicable subcontractor providing services pursuant to or relating to this Contract must describe how it will eliminate or prevent such conflict, indicating what procedures it will follow to detect, notify the STATE of, and resolve any such conflict. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission"), and, if it has been the subject of any

such investigation or disciplinary action, provide the STATE a brief description of the matter and how the matter was resolved or its status if it remains unresolved at the date of the disclosure. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State Contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not violate any existing Contracts or agreements between the CONTRACTOR and the State of New York.
2. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing Contracts or agreements between the CONTRACTOR and the State of New York.
3. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing Contracts between the CONTRACTOR and the State of New York.
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any Contract with the State of New York resulting from this Contract.
5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another.
6. In fulfilling obligations under each of its New York State Contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State Contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another;



7. No former officer or employee of the STATE who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the STATE, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and
8. The CONTRACTOR has not and shall not offer to any employee, member or director of the STATE any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the STATE recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The STATE will review the nature of any such new relationship and reserves the right to terminate this Contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Multi Year  
Contract Term: 04/01/2019 - 12/31/2024  
Contract Amount: \$234,266.00

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

| Number | Dates                   | Amount      | Amended Dates | Amended Amount | Budget Indicator | Workplan Indicator |
|--------|-------------------------|-------------|---------------|----------------|------------------|--------------------|
| 1      | 04/01/2019 - 03/31/2020 | \$39,166.00 |               |                | Y                | Y                  |
| 2      | 04/01/2020 - 03/31/2021 | \$39,166.00 |               |                | Y                | Y                  |
| 3      | 04/01/2021 - 03/31/2022 | \$0.00      |               | \$39,166.00    | Y                | Y                  |
| 4      | 04/01/2022 - 03/31/2023 | \$0.00      |               | \$39,166.00    | Y                | Y                  |
| 5      | 04/01/2023 - 03/31/2024 | \$0.00      |               | \$39,166.00    | Y                | Y                  |
| 6      | 04/01/2024 - 12/31/2024 | \$30,358.00 |               |                | Y                | Y                  |

## ATTACHMENT B - BUDGET

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

PROJECT NAME: DOH01 TB PRGM  
 CONTRACTOR NAME: ONEIDA COUNTY OF  
 CONTRACT PERIOD NUMBER: 1  
 CONTRACT PERIOD: From: 04/01/2019  
 To: 03/31/2020

| CATEGORY OF EXPENSE      | GRANT FUNDS    |        |                | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--------------------------|----------------|--------|----------------|-------------|------------------|-------------|-------------|
|                          | CURRENT BUDGET | CHANGE | REVISED BUDGET |             |                  |             |             |
| 1) Personal Services     |                |        |                |             |                  |             |             |
| a) SALARY                | \$25,637.00    | \$0.00 | \$25,637.00    | \$0.00      | 0%               | \$0.00      | \$25,637.00 |
| b) FRINGE                | \$13,529.00    | \$0.00 | \$13,529.00    | \$0.00      | 0%               | \$0.00      | \$13,529.00 |
| <b>Subtotal</b>          | \$39,166.00    | \$0.00 | \$39,166.00    | \$0.00      | 0%               | \$0.00      | \$39,166.00 |
| 2) Non Personal Services |                |        |                |             |                  |             |             |
| a) CONTRACTUAL           | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| b) TRAVEL                | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| c) EQUIPMENT             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| d) SPACE/PROPERTY RENT   | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| e) SPACE/PROPERTY OWN    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| f) UTILITIES             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| g) OPERATING EXPENSES    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| h) OTHER                 | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Subtotal</b>          | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Total</b>             | \$39,166.00    | \$0.00 | \$39,166.00    | \$0.00      | 0%               | \$0.00      | \$39,166.00 |

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

Period 1

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

| SALARY                              |                                      |                                     |                                |                                  |                |                |                     |                |             |
|-------------------------------------|--------------------------------------|-------------------------------------|--------------------------------|----------------------------------|----------------|----------------|---------------------|----------------|-------------|
| POSITION TITLE                      | ANNUALIZED<br>SALARY PER<br>POSITION | STANDARD<br>WORK<br>WEEK<br>(HOURS) | PERCENT<br>OF EFFORT<br>FUNDED | NUMBER<br>OF<br>MONTHS<br>FUNDED | GRANT<br>FUNDS | MATCH<br>FUNDS | MATCH<br>PERCENTAGE | OTHER<br>FUNDS | TOTAL FUNDS |
| 1. Registered<br>Professional Nurse | \$56,034.00                          | 35.00                               | 45.00                          | 12.00                            | \$25,637.00    | \$0.00         | 0%                  | \$0.00         | \$25,637.00 |
| Sub Total                           |                                      |                                     |                                |                                  | \$25,637.00    | \$0.00         | 0%                  | \$0.00         | \$25,637.00 |
| FRINGE                              |                                      |                                     |                                |                                  |                |                |                     |                |             |
| TYPE/DESCRIPTION                    |                                      |                                     |                                |                                  |                |                |                     |                |             |
| 1. Total Fringe Rate:52.77%         |                                      |                                     |                                |                                  | \$13,529.00    | \$0.00         | 0%                  | \$0.00         | \$13,529.00 |
| Sub Total                           |                                      |                                     |                                |                                  | \$13,529.00    | \$0.00         | 0%                  | \$0.00         | \$13,529.00 |
| Personal Services Total             |                                      |                                     |                                |                                  | \$39,166.00    | \$0.00         | 0%                  | \$0.00         | \$39,166.00 |

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

**PERSONAL SERVICES NARRATIVE – SALARY**

One RN will be the only person on the grant.

**PERSONAL SERVICES NARRATIVE - FRINGE**

Fringe benefits of the one RN on the grant. Retirement 17.09%, Social Security 7.65%, Workers Comp 2.8%, UI Insurance .25%, Health Insurance 24.98%. Total Fringe Rate: 52.77%.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT  
NON-PERSONAL SERVICES DETAIL WORKSHEET – OPERATING EXPENSES

| OPERATING EXPENSES<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--|-------------|-------------|---------------------|-------------|-------------|
| 1.                                     | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|  |             |             |                     |             |             |
| Total                                  | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

| OPERATING EXPENSES NARRATIVE |
|------------------------------|
|                              |



**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER***

| OTHER<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|---------------------------|-------------|-------------|---------------------|-------------|-------------|
| 1.                        | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|                           |             |             |                     |             |             |
| Total                     | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

| OTHER NARRATIVE |
|-----------------|
|                 |

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

PROJECT NAME: DOH01 TB PRGM  
 CONTRACTOR NAME: ONEIDA COUNTY OF  
 CONTRACT PERIOD NUMBER: 2  
 CONTRACT PERIOD: From: 04/01/2020  
 To: 03/31/2021

| CATEGORY OF EXPENSE      | GRANT FUNDS    |        |                | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--------------------------|----------------|--------|----------------|-------------|------------------|-------------|-------------|
|                          | CURRENT BUDGET | CHANGE | REVISED BUDGET |             |                  |             |             |
| 1) Personal Services     |                |        |                |             |                  |             |             |
| a) SALARY                | \$26,361.35    | \$0.00 | \$26,361.35    | \$0.00      | 0%               | \$0.00      | \$26,361.35 |
| b) FRINGE                | \$12,804.65    | \$0.00 | \$12,804.65    | \$0.00      | 0%               | \$0.00      | \$12,804.65 |
| <b>Subtotal</b>          | \$39,166.00    | \$0.00 | \$39,166.00    | \$0.00      | 0%               | \$0.00      | \$39,166.00 |
| 2) Non Personal Services |                |        |                |             |                  |             |             |
| a) CONTRACTUAL           | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| b) TRAVEL                | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| c) EQUIPMENT             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| d) SPACE/PROPERTY RENT   | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| e) SPACE/PROPERTY OWN    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| f) UTILITIES             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| g) OPERATING EXPENSES    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| h) OTHER                 | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Subtotal</b>          | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Total</b>             | \$39,166.00    | \$0.00 | \$39,166.00    | \$0.00      | 0%               | \$0.00      | \$39,166.00 |

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

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

| SALARY   |                                      |                                     |                                |                                  |                |                |                     |                |             |
|--|--------------------------------------|-------------------------------------|--------------------------------|----------------------------------|----------------|----------------|---------------------|----------------|-------------|
| POSITION TITLE   | ANNUALIZED<br>SALARY PER<br>POSITION | STANDARD<br>WORK<br>WEEK<br>(HOURS) | PERCENT<br>OF EFFORT<br>FUNDED | NUMBER<br>OF<br>MONTHS<br>FUNDED | GRANT<br>FUNDS | MATCH<br>FUNDS | MATCH<br>PERCENTAGE | OTHER<br>FUNDS | TOTAL FUNDS |
| 1. Registered Professional Nurse   | \$56,034.00                          | 35.00                               | 42.42                          | 12.00                            | \$23,768.83    | \$0.00         | 0%                  | \$0.00         | \$23,768.83 |
| 2. Registered Professional Nurse   | \$25,098.00                          | 17.50                               | 10.30                          | 12.00                            | \$2,592.52     | \$0.00         | 0%                  | \$0.00         | \$2,592.52  |
|  |                                      |                                     |                                |                                  |                |                |                     |                |             |
| <b>Sub Total</b>   |                                      |                                     |                                |                                  | \$26,361.35    | \$0.00         | 0%                  | \$0.00         | \$26,361.35 |
|  |                                      |                                     |                                |                                  |                |                |                     |                |             |
| FRINGE   |                                      |                                     |                                |                                  |                |                |                     |                |             |
| TYPE/DESCRIPTION   |                                      |                                     |                                |                                  |                |                |                     |                |             |
| 1. Total Fringe Rate for Full Time:52.77% Total Fringe Rate for Part Time:10.1 |                                      |                                     |                                |                                  | \$12,804.65    | \$0.00         | 0%                  | \$0.00         | \$12,804.65 |
|  |                                      |                                     |                                |                                  |                |                |                     |                |             |
| <b>Sub Total</b>   |                                      |                                     |                                |                                  | \$12,804.65    | \$0.00         | 0%                  | \$0.00         | \$12,804.65 |
| <b>Personal Services Total</b>   |                                      |                                     |                                |                                  | \$39,166.00    | \$0.00         | 0%                  | \$0.00         | \$39,166.00 |

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

**PERSONAL SERVICES NARRATIVE – SALARY**

One RN will be the only person on the grant.

**PERSONAL SERVICES NARRATIVE - FRINGE**

Fringe benefits of the one RN on the grant. Retirement 17.09%, Social Security 7.65%, Workers Comp 2.8%, UI Insurance .25%, Health Insurance 24.98%. Total Fringe Rate: 52.77%.

**ATTACHMENT    BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET –***

| TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|------------------|-------------|-------------|------------------|-------------|-------------|
|                  | \$0.00      | \$0.00      | 0%               | \$0.00      | \$0.00      |
|                  |             |             |                  |             |             |
| <b>Total</b>     | \$0.00      | \$0.00      | 0%               | \$0.00      | \$0.00      |

| NARRATIVE |
|-----------|
|           |

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

PROJECT NAME: DOH01 TB PRGM  
 CONTRACTOR NAME: ONEIDA COUNTY OF  
 CONTRACT PERIOD NUMBER: 3  
 CONTRACT PERIOD: From: 04/01/2021  
 To: 03/31/2022

| CATEGORY OF EXPENSE      | GRANT FUNDS    |        |                | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--------------------------|----------------|--------|----------------|-------------|------------------|-------------|-------------|
|                          | CURRENT BUDGET | CHANGE | REVISED BUDGET |             |                  |             |             |
| 1) Personal Services     |                |        |                |             |                  |             |             |
| a) SALARY                | \$25,874.35    | \$0.00 | \$25,874.35    | \$0.00      | 0%               | \$0.00      | \$25,874.35 |
| b) FRINGE                | \$13,291.65    | \$0.00 | \$13,291.65    | \$0.00      | 0%               | \$0.00      | \$13,291.65 |
| <b>Subtotal</b>          | \$39,166.00    | \$0.00 | \$39,166.00    | \$0.00      | 0%               | \$0.00      | \$39,166.00 |
| 2) Non Personal Services |                |        |                |             |                  |             |             |
| a) CONTRACTUAL           | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| b) TRAVEL                | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| c) EQUIPMENT             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| d) SPACE/PROPERTY RENT   | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| e) SPACE/PROPERTY OWN    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| f) UTILITIES             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| g) OPERATING EXPENSES    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| h) OTHER                 | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Subtotal</b>          | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Total</b>             | \$39,166.00    | \$0.00 | \$39,166.00    | \$0.00      | 0%               | \$0.00      | \$39,166.00 |

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



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

| SALARY                                       |                                      |                                     |                                |                                  |                |                |                     |                |             |
|--|--------------------------------------|-------------------------------------|--------------------------------|----------------------------------|----------------|----------------|---------------------|----------------|-------------|
| POSITION TITLE                               | ANNUALIZED<br>SALARY PER<br>POSITION | STANDARD<br>WORK<br>WEEK<br>(HOURS) | PERCENT<br>OF EFFORT<br>FUNDED | NUMBER<br>OF<br>MONTHS<br>FUNDED | GRANT<br>FUNDS | MATCH<br>FUNDS | MATCH<br>PERCENTAGE | OTHER<br>FUNDS | TOTAL FUNDS |
| 1. Registered<br>Professional Nurse          | \$41,955.00                          | 35.00                               | 61.67                          | 12.00                            | \$25,874.35    | \$0.00         | 0%                  | \$0.00         | \$25,874.35 |
| <b>Sub Total</b>                             |                                      |                                     |                                |                                  | \$25,874.35    | \$0.00         | 0%                  | \$0.00         | \$25,874.35 |
| FRINGE                                       |                                      |                                     |                                |                                  |                |                |                     |                |             |
| TYPE/DESCRIPTION                             |                                      |                                     |                                |                                  |                |                |                     |                |             |
| 1. "Total Fringe Rate for Full Time:51.37% " |                                      |                                     |                                |                                  | \$13,291.65    | \$0.00         | 0%                  | \$0.00         | \$13,291.65 |
| <b>Sub Total</b>                             |                                      |                                     |                                |                                  | \$13,291.65    | \$0.00         | 0%                  | \$0.00         | \$13,291.65 |
| <b>Personal Services Total</b>               |                                      |                                     |                                |                                  | \$39,166.00    | \$0.00         | 0%                  | \$0.00         | \$39,166.00 |

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

**PERSONAL SERVICES NARRATIVE – SALARY**

One RN will be the only person on the grant.

**PERSONAL SERVICES NARRATIVE - FRINGE**

Fringe benefits of the one RN on the grant. Retirement 17.09%, Social Security 7.65%, Workers Comp 2.8%, UI Insurance .25%, Health Insurance 24.98%. Total Fringe Rate: 52.77%.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT***

| EQUIPMENT<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|-------------------------------|-------------|-------------|---------------------|-------------|-------------|
| 1.                            | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|                               |             |             |                     |             |             |
| Total                         | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

| EQUIPMENT NARRATIVE |
|---------------------|
|                     |

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – OPERATING EXPENSES***

| OPERATING EXPENSES<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--|-------------|-------------|---------------------|-------------|-------------|
| 1.                                     | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|  |             |             |                     |             |             |
| Total                                  | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

| OPERATING EXPENSES NARRATIVE |
|------------------------------|
|                              |

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER***

| OTHER<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|---------------------------|-------------|-------------|---------------------|-------------|-------------|
| 1.                        | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|                           |             |             |                     |             |             |
| Total                     | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

|                 |
|-----------------|
| OTHER NARRATIVE |
|                 |

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

PROJECT NAME: DOH01 TB PRGM  
 CONTRACTOR NAME: ONEIDA COUNTY OF  
 CONTRACT PERIOD NUMBER: 4  
 CONTRACT PERIOD: From: 04/01/2022  
 To: 03/31/2023

| CATEGORY OF EXPENSE      | GRANT FUNDS    |        |                | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--------------------------|----------------|--------|----------------|-------------|------------------|-------------|-------------|
|                          | CURRENT BUDGET | CHANGE | REVISED BUDGET |             |                  |             |             |
| 1) Personal Services     |                |        |                |             |                  |             |             |
| a) SALARY                | \$27,471.85    | \$0.00 | \$27,471.85    | \$0.00      | 0%               | \$0.00      | \$27,471.85 |
| b) FRINGE                | \$14,494.15    | \$0.00 | \$14,494.15    | \$0.00      | 0%               | \$0.00      | \$14,494.15 |
| <b>Subtotal</b>          | \$41,966.00    | \$0.00 | \$41,966.00    | \$0.00      | 0%               | \$0.00      | \$41,966.00 |
| 2) Non Personal Services |                |        |                |             |                  |             |             |
| a) CONTRACTUAL           | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| b) TRAVEL                | \$50.00        | \$0.00 | \$50.00        | \$0.00      | 0%               | \$0.00      | \$50.00     |
| c) EQUIPMENT             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| d) SPACE/PROPERTY RENT   | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| e) SPACE/PROPERTY OWN    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| f) UTILITIES             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| g) OPERATING EXPENSES    | \$150.00       | \$0.00 | \$150.00       | \$0.00      | 0%               | \$0.00      | \$150.00    |
| h) OTHER                 | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Subtotal</b>          | \$200.00       | \$0.00 | \$200.00       | \$0.00      | 0%               | \$0.00      | \$200.00    |
| <b>Total</b>             | \$42,166.00    | \$0.00 | \$42,166.00    | \$0.00      | 0%               | \$0.00      | \$42,166.00 |

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

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

| SALARY                                       |                                      |                                     |                                |                                  |                |                |                     |                |             |
|--|--------------------------------------|-------------------------------------|--------------------------------|----------------------------------|----------------|----------------|---------------------|----------------|-------------|
| POSITION TITLE                               | ANNUALIZED<br>SALARY PER<br>POSITION | STANDARD<br>WORK<br>WEEK<br>(HOURS) | PERCENT<br>OF EFFORT<br>FUNDED | NUMBER<br>OF<br>MONTHS<br>FUNDED | GRANT<br>FUNDS | MATCH<br>FUNDS | MATCH<br>PERCENTAGE | OTHER<br>FUNDS | TOTAL FUNDS |
| 1. Registered Professional Nurse             | \$57,727.00                          | 35.00                               | 10.00                          | 12.00                            | \$5,772.71     | \$0.00         | 0%                  | \$0.00         | \$5,772.71  |
| 2. Supervising PHN                           | \$83,073.00                          | 35.00                               | 16.30                          | 12.00                            | \$13,543.11    | \$0.00         | 0%                  | \$0.00         | \$13,543.11 |
| 3. Registered Professional Nurse             | \$61,712.00                          | 35.00                               | 12.00                          | 12.00                            | \$7,405.44     | \$0.00         | 0%                  | \$0.00         | \$7,405.44  |
| 4. Program Coordinator                       | \$55,010.00                          | 35.00                               | 1.36                           | 12.00                            | \$750.59       | \$0.00         | 0%                  | \$0.00         | \$750.59    |
| <b>Sub Total</b>                             |                                      |                                     |                                |                                  | \$27,471.85    | \$0.00         | 0%                  | \$0.00         | \$27,471.85 |
| FRINGE                                       |                                      |                                     |                                |                                  |                |                |                     |                |             |
| TYPE/DESCRIPTION                             |                                      |                                     |                                |                                  |                |                |                     |                |             |
| 1. "Total Fringe Rate for Full Time:52.76% " |                                      |                                     |                                |                                  | \$14,494.15    | \$0.00         | 0%                  | \$0.00         | \$14,494.15 |
| <b>Sub Total</b>                             |                                      |                                     |                                |                                  | \$14,494.15    | \$0.00         | 0%                  | \$0.00         | \$14,494.15 |
| <b>Personal Services Total</b>               |                                      |                                     |                                |                                  | \$41,966.00    | \$0.00         | 0%                  | \$0.00         | \$41,966.00 |



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

**PERSONAL SERVICES NARRATIVE – SALARY**

One RN will be the only person on the grant.

**PERSONAL SERVICES NARRATIVE - FRINGE**

Fringe benefits of the one RN on the grant. Retirement 17.09%, Social Security 7.65%, Workers Comp 2.8%, UI Insurance .25%, Health Insurance 24.98%. Total Fringe Rate: 52.77%.

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

| TRAVEL<br>TYPE/DESCRIPTION         | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|------------------------------------|-------------|-------------|---------------------|-------------|-------------|
| 1. Travel to distribute palm cards | \$50.00     | \$0.00      | 0%                  | \$0.00      | \$50.00     |
|                                    |             |             |                     |             |             |
| Total                              | \$50.00     | \$0.00      | 0%                  | \$0.00      | \$50.00     |

| TRAVEL NARRATIVE |
|------------------|
|                  |

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – OPERATING EXPENSES***

| OPERATING EXPENSES<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--|-------------|-------------|---------------------|-------------|-------------|
| 1. Palm Cards in Russian Ukranian      | \$150.00    | \$0.00      | 0%                  | \$0.00      | \$150.00    |
|  |             |             |                     |             |             |
| Total                                  | \$150.00    | \$0.00      | 0%                  | \$0.00      | \$150.00    |

| OPERATING EXPENSES NARRATIVE |
|------------------------------|
|                              |

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

PROJECT NAME: DOH01 TB PRGM  
 CONTRACTOR NAME: ONEIDA COUNTY OF  
 CONTRACT PERIOD NUMBER: 5  
 CONTRACT PERIOD: From: 04/01/2023  
 To: 03/31/2024

| CATEGORY OF EXPENSE      | GRANT FUNDS    |        |                | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--------------------------|----------------|--------|----------------|-------------|------------------|-------------|-------------|
|                          | CURRENT BUDGET | CHANGE | REVISED BUDGET |             |                  |             |             |
| 1) Personal Services     |                |        |                |             |                  |             |             |
| a) SALARY                | \$28,936.06    | \$0.00 | \$28,936.06    | \$0.00      | 0%               | \$0.00      | \$28,936.06 |
| b) FRINGE                | \$15,307.94    | \$0.00 | \$15,307.94    | \$0.00      | 0%               | \$0.00      | \$15,307.94 |
| <b>Subtotal</b>          | \$44,244.00    | \$0.00 | \$44,244.00    | \$0.00      | 0%               | \$0.00      | \$44,244.00 |
| 2) Non Personal Services |                |        |                |             |                  |             |             |
| a) CONTRACTUAL           | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| b) TRAVEL                | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| c) EQUIPMENT             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| d) SPACE/PROPERTY RENT   | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| e) SPACE/PROPERTY OWN    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| f) UTILITIES             | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| g) OPERATING EXPENSES    | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| h) OTHER                 | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Subtotal</b>          | \$0.00         | \$0.00 | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Total</b>             | \$44,244.00    | \$0.00 | \$44,244.00    | \$0.00      | 0%               | \$0.00      | \$44,244.00 |

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

Add 9-month extension, with increase funding

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

| SALARY                                       |                                      |                                     |                                |                                  |                |                |                     |                |             |
|--|--------------------------------------|-------------------------------------|--------------------------------|----------------------------------|----------------|----------------|---------------------|----------------|-------------|
| POSITION TITLE                               | ANNUALIZED<br>SALARY PER<br>POSITION | STANDARD<br>WORK<br>WEEK<br>(HOURS) | PERCENT<br>OF EFFORT<br>FUNDED | NUMBER<br>OF<br>MONTHS<br>FUNDED | GRANT<br>FUNDS | MATCH<br>FUNDS | MATCH<br>PERCENTAGE | OTHER<br>FUNDS | TOTAL FUNDS |
| 1. Disease Specialist                        | \$57,127.00                          | 35.00                               | 15.00                          | 12.00                            | \$8,569.06     | \$0.00         | 0%                  | \$0.00         | \$8,569.06  |
| 2. Supervising PHN                           | \$85,490.00                          | 35.00                               | 18.79                          | 12.00                            | \$16,059.60    | \$0.00         | 0%                  | \$0.00         | \$16,059.60 |
| 3. Community Health<br>Worker                | \$44,680.00                          | 35.00                               | 9.64                           | 12.00                            | \$4,307.40     | \$0.00         | 0%                  | \$0.00         | \$4,307.40  |
|  |                                      |                                     |                                |                                  |                |                |                     |                |             |
| Sub Total                                    |                                      |                                     |                                |                                  | \$28,936.06    | \$0.00         | 0%                  | \$0.00         | \$28,936.06 |
|  |                                      |                                     |                                |                                  |                |                |                     |                |             |
| FRINGE                                       |                                      |                                     |                                |                                  |                |                |                     |                |             |
| TYPE/DESCRIPTION                             |                                      |                                     |                                |                                  |                |                |                     |                |             |
| 1. "Total Fringe Rate for Full Time:52.90% " |                                      |                                     |                                |                                  | \$15,307.94    | \$0.00         | 0%                  | \$0.00         | \$15,307.94 |
|  |                                      |                                     |                                |                                  |                |                |                     |                |             |
| Sub Total                                    |                                      |                                     |                                |                                  | \$15,307.94    | \$0.00         | 0%                  | \$0.00         | \$15,307.94 |
| Personal Services Total                      |                                      |                                     |                                |                                  | \$44,244.00    | \$0.00         | 0%                  | \$0.00         | \$44,244.00 |

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

**PERSONAL SERVICES NARRATIVE – SALARY**

One RN will be the only person on the grant.

**PERSONAL SERVICES NARRATIVE - FRINGE**

Fringe benefits of the one RN on the grant. Retirement 17.09%, Social Security 7.65%, Workers Comp 2.8%, UI Insurance .25%, Health Insurance 24.98%. Total Fringe Rate: 52.77%.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL***

| CONTRACTUAL<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|---------------------------------|-------------|-------------|---------------------|-------------|-------------|
| 1.                              | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|                                 |             |             |                     |             |             |
| <b>Total</b>                    | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

| CONTRACTUAL NARRATIVE |
|-----------------------|
|                       |



**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – OPERATING EXPENSES***

| OPERATING EXPENSES<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--|-------------|-------------|---------------------|-------------|-------------|
| 1.                                     | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|  |             |             |                     |             |             |
| Total                                  | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

| OPERATING EXPENSES NARRATIVE |
|------------------------------|
|                              |

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER***

| OTHER<br>TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH<br>PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|---------------------------|-------------|-------------|---------------------|-------------|-------------|
| 1.                        | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |
|                           |             |             |                     |             |             |
| Total                     | \$0.00      | \$0.00      | 0%                  | \$0.00      | \$0.00      |

|                 |
|-----------------|
| OTHER NARRATIVE |
|                 |

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

PROJECT NAME: DOH01 TB PRGM  
 CONTRACTOR NAME: ONEIDA COUNTY OF  
 CONTRACT PERIOD NUMBER: 6  
 CONTRACT PERIOD: From: 04/01/2024  
 To: 12/31/2024

| CATEGORY OF EXPENSE      | GRANT FUNDS    |             |                | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|--------------------------|----------------|-------------|----------------|-------------|------------------|-------------|-------------|
|                          | CURRENT BUDGET | CHANGE      | REVISED BUDGET |             |                  |             |             |
| 1) Personal Services     |                |             |                |             |                  |             |             |
| a) SALARY                | \$0.00         | \$20,652.00 | \$20,652.00    | \$0.00      | 0%               | \$0.00      | \$20,652.00 |
| b) FRINGE                | \$0.00         | \$9,706.00  | \$9,706.00     | \$0.00      | 0%               | \$0.00      | \$9,706.00  |
| <b>Subtotal</b>          | \$0.00         | \$30,358.00 | \$30,358.00    | \$0.00      | 0%               | \$0.00      | \$30,358.00 |
| 2) Non Personal Services |                |             |                |             |                  |             |             |
| a) CONTRACTUAL           | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| b) TRAVEL                | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| c) EQUIPMENT             | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| d) SPACE/PROPERTY RENT   | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| e) SPACE/PROPERTY OWN    | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| f) UTILITIES             | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| g) OPERATING EXPENSES    | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| h) OTHER                 | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Subtotal</b>          | \$0.00         | \$0.00      | \$0.00         | \$0.00      | 0%               | \$0.00      | \$0.00      |
| <b>Total</b>             | \$0.00         | \$30,358.00 | \$30,358.00    | \$0.00      | 0%               | \$0.00      | \$30,358.00 |

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

Adding funds 9-month extension

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

| SALARY                         |                                      |                                     |                                |                                  |                |                |                     |                |             |
|--------------------------------|--------------------------------------|-------------------------------------|--------------------------------|----------------------------------|----------------|----------------|---------------------|----------------|-------------|
| POSITION TITLE                 | ANNUALIZED<br>SALARY PER<br>POSITION | STANDARD<br>WORK<br>WEEK<br>(HOURS) | PERCENT<br>OF EFFORT<br>FUNDED | NUMBER<br>OF<br>MONTHS<br>FUNDED | GRANT<br>FUNDS | MATCH<br>FUNDS | MATCH<br>PERCENTAGE | OTHER<br>FUNDS | TOTAL FUNDS |
| 1. Disease Specialist          | \$61,729.00                          | 35.00                               | 20.00                          | 9.00                             | \$9,259.00     | \$0.00         | 0%                  | \$0.00         | \$9,259.00  |
| 2. Public Health Nurse         | \$63,029.00                          | 35.00                               | 24.10                          | 9.00                             | \$11,393.00    | \$0.00         | 0%                  | \$0.00         | \$11,393.00 |
|                                |                                      |                                     |                                |                                  |                |                |                     |                |             |
| <b>Sub Total</b>               |                                      |                                     |                                |                                  | \$20,652.00    | \$0.00         | 0%                  | \$0.00         | \$20,652.00 |
|                                |                                      |                                     |                                |                                  |                |                |                     |                |             |
| FRINGE                         |                                      |                                     |                                |                                  |                |                |                     |                |             |
| TYPE/DESCRIPTION               |                                      |                                     |                                |                                  |                |                |                     |                |             |
| 1. fringe                      |                                      |                                     |                                |                                  | \$9,706.00     | \$0.00         | 0%                  | \$0.00         | \$9,706.00  |
|                                |                                      |                                     |                                |                                  |                |                |                     |                |             |
| <b>Sub Total</b>               |                                      |                                     |                                |                                  | \$9,706.00     | \$0.00         | 0%                  | \$0.00         | \$9,706.00  |
| <b>Personal Services Total</b> |                                      |                                     |                                |                                  | \$30,358.00    | \$0.00         | 0%                  | \$0.00         | \$30,358.00 |

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

**PERSONAL SERVICES NARRATIVE – SALARY**

Salary for the 9- month extension

**PERSONAL SERVICES NARRATIVE - FRINGE**

**ATTACHMENT    BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET –***

| TYPE/DESCRIPTION | GRANT FUNDS | MATCH FUNDS | MATCH PERCENTAGE | OTHER FUNDS | TOTAL FUNDS |
|------------------|-------------|-------------|------------------|-------------|-------------|
|                  | \$0.00      | \$0.00      | 0%               | \$0.00      | \$0.00      |
|                  |             |             |                  |             |             |
| <b>Total</b>     | \$0.00      | \$0.00      | 0%               | \$0.00      | \$0.00      |

| NARRATIVE |
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## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: DOH01 TB PRGM  
CONTRACTOR NAME: ONEIDA COUNTY OF  
CONTRACT PERIOD NUMBER: 1  
CONTRACT PERIOD: From: 04/01/2019  
To: 03/31/2020

"The Oneida County Health Department is located at 406 Elizabeth Street, Utica, NY. The TB program targets all individuals in Oneida County with active and LTBI infection. Our main population is the refugee population. We currently have 3 TB cases and 6 LTBI cases in Oneida County. Hours of operation at the clinic are 8:30 to 4:00 Monday through Friday. We have an on call service as well. Please refer to Attachment C Work plan for detailed tasks and performance tasks. We will follow this directly. We have a new detailed TB manual that follows CDC guidelines. Both staff have been TB trained in TB Management in 2019. TB Elimination: Electronic reporting, Treatment completion monitoring, collection of sputum and education about TB, DOT at office, home or Facetime, contact investigations conducted along with educational component, CDESS reporting within guidelines, evaluation of the contacts, contacts starting and completing treatment, HIV testing done, Class A and B immigrants and refugees are evaluated within the 90 day time frame, and culture conversion. "



## ATTACHMENT C – WORK PLAN DETAIL

| Objective   |
|---|
| 1 TB Elimination - Contractors work toward national objective of TB elimination. Critical elements: early case finding/reporting, prompt diagnosis, appropriate treatment, case management, directly observed therapy, contact investigations, LTBI treatment, and education.   |
| Task  |
| 1.1 Electronic Reporting - All newly reported TB suspects/cases will be reported electronically through the NYS DOH Health Commerce System (HCS) within 5 business days of provider report.   |
| Performance Measures  |
| <p>1.1.1 Initial Report - Initial report of a case/suspect is required to be reported to the local health department (LHD) by the provider within 24 hours. Providers need to be educated on all reporting requirements.</p> <p>1.1.2 Confidential Case Report - An electronic report of the confidential case report (DC103) on HCS by the LHD must be submitted as soon as possible, but no later than 5 days of provider report, even if bacteriologic evidence is lacking.</p> <p>1.1.3 Supplemental TB Patient Report - Submission of the supplemental TB patient report must be submitted within 2 weeks of the DC 103.</p> <p>1.1.4 Reporting Contacts - Contacts must be submitted electronically for every TB case (pulmonary and extra-pulmonary) reported in your jurisdiction.</p>  |
| Task  |
| 1.2 Treatment Completion - For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. To be reported in the Annual Report only.   |
| Performance Measures  |
| <p>1.2.1 Initial TB Treatment - TB patients are provided with initial treatment of at least four drugs.</p> <p>1.2.2 Promote Treatment Adherence - Document case management and treatment of persons with active TB were conducted through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), and incentives and enablers.</p> <p>1.2.3 Responsibility for Oversight - Document plan to assign responsibility for successful treatment to the public health program or private provider, not to the patient. Monitoring adherence and adverse effects must be conducted on a monthly basis or more by home visits, pill counts, and/or clinic appointments. Treatment should be based on each patient's clinical and social circumstances (patient-centered care), regardless of the source of supervision.</p> <p>1.2.4 Sputum Cultures - Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide treatment plan.</p> <p>1.2.5 Provider Education and Training - Document routine education and training provided to health care providers on current recommended treatment guidelines.</p> <p>1.2.6 Treatment Completion - Document treatment completion defined by the number of doses ingested, as well as the duration of treatment.</p> <p>1.2.7 TB Service Delivery - Document LHD efforts to ensure adequate, appropriate diagnostic and treatment services are available, as well as efforts to monitor the results of therapy.</p> <p>1.2.8 Review of TB Care - Document the LHD medical TB consultant's plan for reviewing care for all TB patients, as well as for the direct care for those treated in county clinics.</p> |
| Task  |
| 1.3 Directly Observed Therapy (DOT) - Directly observed therapy (DOT) is to be provided to all TB patients (pulmonary and extra-pulmonary).   |
| Performance Measures  |
| <p>1.3.1 Priority DOT Patients - Document DOT is provided as the standard of care for all TB patients, pulmonary and extra-pulmonary. It is of highest priority in cases where there is drug resistance (even one drug), those with certain medical and/or social issues, and children.</p> <p>1.3.2 DOT and Case Management - Document DOT is coupled with individualized case management to lead to the best treatment result.</p>  |

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| 1.3.3 DOT Provision - Document DOT is conducted in person or by electronic DOT (e.g. video phone DOT).   |
| 1.3.4 Adherence Strategies - Document adherence to appropriate regimens and diagnostic workups is facilitated through ongoing contact with the patient and use of incentives and enablers, when feasible.  |
| <b>Task</b>  |
| 1.4 Contact Identification - Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 100%.   |
| <b>Performance Measures</b>  |
| 1.4.1 Contact Investigation - Contact investigations must be initiated within 3 working days after the patient is reported. High risk contacts must be evaluated within 7 days.  |
| 1.4.2 Contacts per Case - An average of 7 to 10 contacts per case must be followed up.   |
| 1.4.3 High Risk Contacts - Document efforts to coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. Factors that influence TB transmission include infectiousness of the case, duration and frequency of exposure, and the environment in which exposure occurred. |
| 1.4.4 Eliciting Contacts - Document efforts to identify contacts in household, work place, school and leisure settings. Document hospital visits to interview index patient and home visits were conducted to elicit contacts.   |
| 1.4.5 Patient Interview - Document a minimum of two interviews was conducted to elicit all contacts.   |
| 1.4.6 Identification of High Priority Patients - Document evaluation of all sputum AFB smear positive patients who are of the highest priority. Document identification and evaluation of patients who are considered to be a lower priority.  |
| 1.4.7 CDESS Reporting - Report contacts on CDESS within 90 days of case report.  |
| 1.4.8 Proportion of TB Patients with Contacts - Report the proportion of TB patients with sputum AFB smear-positive results who have contacts identified.  |
| <b>Task</b>  |
| 1.5 Evaluation of Contacts - Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to: 2019: 86%; 2020: 87%; 2021: 88%; 2022: 89%; 2023: 90%.   |
| <b>Performance Measures</b>  |
| 1.5.1 Optimal Contact Investigations - Document factors critical to optimal contact investigations including contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection.      |
| 1.5.2 "Prioritizing Contacts" - Document assigning priorities to individual contacts for evaluation and treatment. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure.  |
| 1.5.3 Contact Exposure - Define the duration, time period, and frequency of contact in various environments that constitute exposure.  |
| 1.5.4 Criteria for Investigations - Define the standard criteria used for expanding contact investigations.  |
| 1.5.5 Evaluation of Contacts - "Document complete evaluation of contacts consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB. "  |
| 1.5.6 Clinic Services - Document provision of clinic services is convenient for patients.  |
| 1.5.7 Proportion of Contacts Evaluated for Infection and Disease - "Report the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease per Task Description. "   |
| <b>Task</b>  |
| 1.6 Contacts Starting and Completing Treatment - Increase proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment and those who complete treatment.  |
| <b>Performance Measures</b>  |
| 1.6.1 Contacts Who Start Treatment - Document quarterly progress toward increasing the proportion of contacts who start treatment to: 2019: 79%; 2020: 80%; 2021: 81%; 2022: 82%; 2023: 83%.   |
| 1.6.2 Contacts Who Complete Treatment - "Document annually progress toward increasing the proportion of contacts who complete treatment to: 2019: 77%; 2020: 78%; 2021: 79%; 2022: 80%; 2023: 81%. "   |
| 1.6.3 Contact Investigations - Document contact investigations are initiated for all TB suspects and cases.  |
| 1.6.4 Time Frame for Contact Investigations - Document contact investigations are initiated within 3 working days after the patient is reported, and evaluations for high risk contacts are conducted within 7 working days  |
| 1.6.5 Investigation Infrastructure - Describe the LHD TB program's comprehensive contact investigation infrastructure or system with formal monitoring activities.   |

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| 1.6.6 Language Appropriate Educational Materials - Document the provision of language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI treatment and to encourage evaluation and treatment.  |
| 1.6.7 Treatment of Infants and Young Children - Document the proportion of infants and young children with recent infection who receive window-period treatment for LTBI, even if the TST and CXR do not suggest TB.   |
| 1.6.8 Monitoring Adherence - "Document monthly or more home visits, pill counts, or clinic appointments to check for adherence and adverse effects of treatment. "   |
| 1.6.9 Short Course Therapy - "Describe strategy for use of short term therapy and document the proportion of patients receiving short course therapy. "  |
| <b>Task</b>  |
| 1.7 HIV Testing and Reporting - "Increase the proportion to 100% of TB cases reported with positive or negative HIV test result documented. "  |
| <b>Performance Measures</b>  |
| 1.7.1 HIV Tests - Document all TB suspects/cases are offered HIV testing.  |
| 1.7.2 Documenting HIV Test Results - Document all TB suspects/cases have a record of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.   |
| 1.7.3 Consent for HIV Testing - Document consent for HIV testing. Consent can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.  |
| 1.7.4 Documenting Consent for HIV Testing - "Document consent or refusal to be HIV tested is noted in the patient s medical record including date and name of person ordering the test and/or making the note. "   |
| 1.7.5 Confidentiality of HIV Test Results - Describe confidentiality policies which must include: confidentiality of HIV test results is protected by law, and confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or health insurers to obtain payment.                    |
| 1.7.6 HIV Care Referrals - Describe referral mechanisms in place to coordinate HIV care, as needed, including public social service agency linkages.   |
| <b>Task</b>  |
| 1.8 Class A and B Immigrants and Refugees - "Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI. "   |
| <b>Performance Measures</b>  |
| 1.8.1 Class A or B Immigrants and Refugees Evaluated - Document quarterly progress toward increasing the proportion of Class A or B individuals who are evaluated in 90 days: 2019: 74%; 2020: 75%; 2021: 76%; 2022: 77%; 2023: 78%.   |
| 1.8.2 Class A or B Immigrants and Refugees Completing Treatment - Document annually progress toward increasing the proportion of Class A or B individuals who complete LTBI treatment (of those eligible and started on treatment): 2019: 76%; 2020: 77%; 2021: 78%; 2022: 79%; 2023: 80%.   |
| 1.8.3 Class A or B Evaluation Time Frame - "Document evaluations for TB disease are completed within 90 days of notification to the county. "  |
| 1.8.4 Class A or B Evaluations - "Document all persons with B class TB arriving to NYS receive a thorough TB evaluation. The TB evaluation must be performed as it would for any high-risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. "  |
| 1.8.5 Class A or B Reporting - "Document all TB evaluation results are entered into the Class B Supplement in CDESS within 90 days of the date documented in the Date Notification Sent to County field. The name of the individual conducting the evaluation must be noted in the comment field. "  |
| 1.8.6 Class A or B Lost to Follow Up - Document information on all Class A or B persons lost to follow up is entered into the Class B Supplement in CDESS if all efforts to locate the patient within the allotted time frame are unsuccessful. If the patient has moved, and a forwarding address is available, this must be noted on the Class B Supplement as soon as possible. |
| <b>Task</b>  |
| 1.9 Culture Conversion - Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%.   |
| <b>Performance Measures</b>  |
| 1.9.1 TB Patients Reported With Culture Conversion - "Report the proportion of TB patients with sputum   |

culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%. "

1.9.2 Obtaining Sputum Specimens - Document results of sputum testing at the end of the initial treatment phase. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at this juncture.if sputum conversion to negative has not already been documented.

1.9.3 Response to Treatment - Document follow up smears are conducted monthly or more (e.g., every 2 weeks until two consecutive specimens are negative) for patients who had positive AFB smears at the time of diagnosis, and document results. This follow up will provide an early assessment of the response to treatment.

1.9.4 Identification of Patients at Risk of Treatment Failure or Relapse - "Document the proportion of TB patients with adverse treatment outcomes. The presence of cavitation on the initial chest radiograph, combined with having a positive sputum culture at the time the initial phase of treatment is completed, has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. "

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: DOH01 TB PRGM  
CONTRACTOR NAME: ONEIDA COUNTY OF  
CONTRACT PERIOD NUMBER: 2  
CONTRACT PERIOD: From: 04/01/2020  
To: 03/31/2021

"The Oneida County Health Department is located at 406 Elizabeth Street, Utica, NY. The TB program targets all individuals in Oneida County with active and LTBI infection. Our main population is the refugee population. We currently have 3 TB cases and 6 LTBI cases in Oneida County. Hours of operation at the clinic are 8:30 to 4:00 Monday through Friday. We have an on call service as well. Please refer to Attachment C Work plan for detailed tasks and performance tasks. We will follow this directly. We have a new detailed TB manual that follows CDC guidelines. Both staff have been TB trained in TB Management in 2019. TB Elimination: Electronic reporting, Treatment completion monitoring, collection of sputum and education about TB, DOT at office, home or Facetime, contact investigations conducted along with educational component, CDESS reporting within guidelines, evaluation of the contacts, contacts starting and completing treatment, HIV testing done, Class A and B immigrants and refugees are evaluated within the 90 day time frame, and culture conversion. "

## ATTACHMENT C – WORK PLAN DETAIL

| Objective   |
|---|
| 1 TB Elimination - Contractors work toward national objective of TB elimination. Critical elements: early case finding/reporting, prompt diagnosis, appropriate treatment, case management, directly observed therapy, contact investigations, LTBI treatment, and education.   |
| Task  |
| 1.1 Electronic Reporting - All newly reported TB suspects/cases will be reported electronically through the NYS DOH Health Commerce System (HCS) within 5 business days of provider report.   |
| Performance Measures  |
| <p>1.1.1 Initial Report - Initial report of a case/suspect is required to be reported to the local health department (LHD) by the provider within 24 hours. Providers need to be educated on all reporting requirements.</p> <p>1.1.2 Confidential Case Report - An electronic report of the confidential case report (DC103) on HCS by the LHD must be submitted as soon as possible, but no later than 5 days of provider report, even if bacteriologic evidence is lacking.</p> <p>1.1.3 Supplemental TB Patient Report - Submission of the supplemental TB patient report must be submitted within 2 weeks of the DC 103.</p> <p>1.1.4 Reporting Contacts - Contacts must be submitted electronically for every TB case (pulmonary and extra-pulmonary) reported in your jurisdiction.</p>  |
| Task  |
| 1.2 Treatment Completion - For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. To be reported in the Annual Report only.   |
| Performance Measures  |
| <p>1.2.1 Initial TB Treatment - TB patients are provided with initial treatment of at least four drugs.</p> <p>1.2.2 Promote Treatment Adherence - Document case management and treatment of persons with active TB were conducted through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), and incentives and enablers.</p> <p>1.2.3 Responsibility for Oversight - Document plan to assign responsibility for successful treatment to the public health program or private provider, not to the patient. Monitoring adherence and adverse effects must be conducted on a monthly basis or more by home visits, pill counts, and/or clinic appointments. Treatment should be based on each patient's clinical and social circumstances (patient-centered care), regardless of the source of supervision.</p> <p>1.2.4 Sputum Cultures - Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide treatment plan.</p> <p>1.2.5 Provider Education and Training - Document routine education and training provided to health care providers on current recommended treatment guidelines.</p> <p>1.2.6 Treatment Completion - Document treatment completion defined by the number of doses ingested, as well as the duration of treatment.</p> <p>1.2.7 TB Service Delivery - Document LHD efforts to ensure adequate, appropriate diagnostic and treatment services are available, as well as efforts to monitor the results of therapy.</p> <p>1.2.8 Review of TB Care - Document the LHD medical TB consultant's plan for reviewing care for all TB patients, as well as for the direct care for those treated in county clinics.</p> |
| Task  |
| 1.3 Directly Observed Therapy (DOT) - Directly observed therapy (DOT) is to be provided to all TB patients (pulmonary and extra-pulmonary).   |
| Performance Measures  |
| <p>1.3.1 Priority DOT Patients - Document DOT is provided as the standard of care for all TB patients, pulmonary and extra-pulmonary. It is of highest priority in cases where there is drug resistance (even one drug), those with certain medical and/or social issues, and children.</p> <p>1.3.2 DOT and Case Management - Document DOT is coupled with individualized case management to lead to the best treatment result.</p>  |

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| 1.3.3 DOT Provision - Document DOT is conducted in person or by electronic DOT (e.g. video phone DOT).   |
| 1.3.4 Adherence Strategies - Document adherence to appropriate regimens and diagnostic workups is facilitated through ongoing contact with the patient and use of incentives and enablers, when feasible.  |
| <b>Task</b>  |
| 1.4 Contact Identification - Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 100%.   |
| <b>Performance Measures</b>  |
| 1.4.1 Contact Investigation - Contact investigations must be initiated within 3 working days after the patient is reported. High risk contacts must be evaluated within 7 days.  |
| 1.4.2 Contacts per Case - An average of 7 to 10 contacts per case must be followed up.   |
| 1.4.3 High Risk Contacts - Document efforts to coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. Factors that influence TB transmission include infectiousness of the case, duration and frequency of exposure, and the environment in which exposure occurred. |
| 1.4.4 Eliciting Contacts - Document efforts to identify contacts in household, work place, school and leisure settings. Document hospital visits to interview index patient and home visits were conducted to elicit contacts.   |
| 1.4.5 Patient Interview - Document a minimum of two interviews was conducted to elicit all contacts.   |
| 1.4.6 Identification of High Priority Patients - Document evaluation of all sputum AFB smear positive patients who are of the highest priority. Document identification and evaluation of patients who are considered to be a lower priority.  |
| 1.4.7 CDESS Reporting - Report contacts on CDESS within 90 days of case report.  |
| 1.4.8 Proportion of TB Patients with Contacts - Report the proportion of TB patients with sputum AFB smear-positive results who have contacts identified.  |
| <b>Task</b>  |
| 1.5 Evaluation of Contacts - Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to: 2019: 86%; 2020: 87%; 2021: 88%; 2022: 89%; 2023: 90%.   |
| <b>Performance Measures</b>  |
| 1.5.1 Optimal Contact Investigations - Document factors critical to optimal contact investigations including contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection.      |
| 1.5.2 "Prioritizing Contacts" - Document assigning priorities to individual contacts for evaluation and treatment. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure.  |
| 1.5.3 Contact Exposure - Define the duration, time period, and frequency of contact in various environments that constitute exposure.  |
| 1.5.4 Criteria for Investigations - Define the standard criteria used for expanding contact investigations.  |
| 1.5.5 Evaluation of Contacts - "Document complete evaluation of contacts consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB. "  |
| 1.5.6 Clinic Services - Document provision of clinic services is convenient for patients.  |
| 1.5.7 Proportion of Contacts Evaluated for Infection and Disease - "Report the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease per Task Description. "   |
| <b>Task</b>  |
| 1.6 Contacts Starting and Completing Treatment - Increase proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment and those who complete treatment.  |
| <b>Performance Measures</b>  |
| 1.6.1 Contacts Who Start Treatment - Document quarterly progress toward increasing the proportion of contacts who start treatment to: 2019: 79%; 2020: 80%; 2021: 81%; 2022: 82%; 2023: 83%.   |
| 1.6.2 Contacts Who Complete Treatment - "Document annually progress toward increasing the proportion of contacts who complete treatment to: 2019: 77%; 2020: 78%; 2021: 79%; 2022: 80%; 2023: 81%. "   |
| 1.6.3 Contact Investigations - Document contact investigations are initiated for all TB suspects and cases.  |
| 1.6.4 Time Frame for Contact Investigations - Document contact investigations are initiated within 3 working days after the patient is reported, and evaluations for high risk contacts are conducted within 7 working days  |
| 1.6.5 Investigation Infrastructure - Describe the LHD TB program's comprehensive contact investigation infrastructure or system with formal monitoring activities.   |

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| 1.6.6 Language Appropriate Educational Materials - Document the provision of language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI treatment and to encourage evaluation and treatment.  |
| 1.6.7 Treatment of Infants and Young Children - Document the proportion of infants and young children with recent infection who receive window-period treatment for LTBI, even if the TST and CXR do not suggest TB.   |
| 1.6.8 Monitoring Adherence - "Document monthly or more home visits, pill counts, or clinic appointments to check for adherence and adverse effects of treatment. "   |
| 1.6.9 Short Course Therapy - "Describe strategy for use of short term therapy and document the proportion of patients receiving short course therapy. "  |
| <b>Task</b>  |
| 1.7 HIV Testing and Reporting - "Increase the proportion to 100% of TB cases reported with positive or negative HIV test result documented. "  |
| <b>Performance Measures</b>  |
| 1.7.1 HIV Tests - Document all TB suspects/cases are offered HIV testing.  |
| 1.7.2 Documenting HIV Test Results - Document all TB suspects/cases have a record of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.   |
| 1.7.3 Consent for HIV Testing - Document consent for HIV testing. Consent can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.  |
| 1.7.4 Documenting Consent for HIV Testing - "Document consent or refusal to be HIV tested is noted in the patient s medical record including date and name of person ordering the test and/or making the note. "   |
| 1.7.5 Confidentiality of HIV Test Results - Describe confidentiality policies which must include: confidentiality of HIV test results is protected by law, and confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or health insurers to obtain payment.                    |
| 1.7.6 HIV Care Referrals - Describe referral mechanisms in place to coordinate HIV care, as needed, including public social service agency linkages.   |
| <b>Task</b>  |
| 1.8 Class A and B Immigrants and Refugees - "Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI. "   |
| <b>Performance Measures</b>  |
| 1.8.1 Class A or B Immigrants and Refugees Evaluated - Document quarterly progress toward increasing the proportion of Class A or B individuals who are evaluated in 90 days: 2019: 74%; 2020: 75%; 2021: 76%; 2022: 77%; 2023: 78%.   |
| 1.8.2 Class A or B Immigrants and Refugees Completing Treatment - Document annually progress toward increasing the proportion of Class A or B individuals who complete LTBI treatment (of those eligible and started on treatment): 2019: 76%; 2020: 77%; 2021: 78%; 2022: 79%; 2023: 80%.   |
| 1.8.3 Class A or B Evaluation Time Frame - "Document evaluations for TB disease are completed within 90 days of notification to the county. "  |
| 1.8.4 Class A or B Evaluations - "Document all persons with B class TB arriving to NYS receive a thorough TB evaluation. The TB evaluation must be performed as it would for any high-risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. "  |
| 1.8.5 Class A or B Reporting - "Document all TB evaluation results are entered into the Class B Supplement in CDESS within 90 days of the date documented in the Date Notification Sent to County field. The name of the individual conducting the evaluation must be noted in the comment field. "  |
| 1.8.6 Class A or B Lost to Follow Up - Document information on all Class A or B persons lost to follow up is entered into the Class B Supplement in CDESS if all efforts to locate the patient within the allotted time frame are unsuccessful. If the patient has moved, and a forwarding address is available, this must be noted on the Class B Supplement as soon as possible. |
| <b>Task</b>  |
| 1.9 Culture Conversion - Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%.   |
| <b>Performance Measures</b>  |
| 1.9.1 TB Patients Reported With Culture Conversion - "Report the proportion of TB patients with sputum   |



culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%. "

1.9.2 Obtaining Sputum Specimens - Document results of sputum testing at the end of the initial treatment phase. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at this juncture.if sputum conversion to negative has not already been documented.

1.9.3 Response to Treatment - Document follow up smears are conducted monthly or more (e.g., every 2 weeks until two consecutive specimens are negative) for patients who had positive AFB smears at the time of diagnosis, and document results. This follow up will provide an early assessment of the response to treatment.

1.9.4 Identification of Patients at Risk of Treatment Failure or Relapse - "Document the proportion of TB patients with adverse treatment outcomes. The presence of cavitation on the initial chest radiograph, combined with having a positive sputum culture at the time the initial phase of treatment is completed, has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. "

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: DOH01 TB PRGM  
CONTRACTOR NAME: ONEIDA COUNTY OF  
CONTRACT PERIOD NUMBER: 3  
CONTRACT PERIOD: From: 04/01/2021  
To: 03/31/2022

"The Oneida County Health Department is located at 406 Elizabeth Street, Utica, NY. The TB program targets all individuals in Oneida County with active and LTBI infection. Our main population is the refugee population. We currently have 3 TB cases and 6 LTBI cases in Oneida County. Hours of operation at the clinic are 8:30 to 4:00 Monday through Friday. We have an on call service as well. Please refer to Attachment C Work plan for detailed tasks and performance tasks. We will follow this directly. We have a new detailed TB manual that follows CDC guidelines. Both staff have been TB trained in TB Management in 2019. TB Elimination: Electronic reporting, Treatment completion monitoring, collection of sputum and education about TB, DOT at office, home or Facetime, contact investigations conducted along with educational component, CDESS reporting within guidelines, evaluation of the contacts, contacts starting and completing treatment, HIV testing done, Class A and B immigrants and refugees are evaluated within the 90 day time frame, and culture conversion. "

## ATTACHMENT C – WORK PLAN DETAIL

| Objective   |
|---|
| 1 TB Elimination - Contractors work toward national objective of TB elimination. Critical elements: early case finding/reporting, prompt diagnosis, appropriate treatment, case management, directly observed therapy, contact investigations, LTBI treatment, and education.   |
| Task  |
| 1.1 Electronic Reporting - All newly reported TB suspects/cases will be reported electronically through the NYS DOH Health Commerce System (HCS) within 5 business days of provider report.   |
| Performance Measures  |
| <p>1.1.1 Initial Report - Initial report of a case/suspect is required to be reported to the local health department (LHD) by the provider within 24 hours. Providers need to be educated on all reporting requirements.</p> <p>1.1.2 Confidential Case Report - An electronic report of the confidential case report (DC103) on HCS by the LHD must be submitted as soon as possible, but no later than 5 days of provider report, even if bacteriologic evidence is lacking.</p> <p>1.1.3 Supplemental TB Patient Report - Submission of the supplemental TB patient report must be submitted within 2 weeks of the DC 103.</p> <p>1.1.4 Reporting Contacts - Contacts must be submitted electronically for every TB case (pulmonary and extra-pulmonary) reported in your jurisdiction.</p>  |
| Task  |
| 1.2 Treatment Completion - For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. To be reported in the Annual Report only.   |
| Performance Measures  |
| <p>1.2.1 Initial TB Treatment - TB patients are provided with initial treatment of at least four drugs.</p> <p>1.2.2 Promote Treatment Adherence - Document case management and treatment of persons with active TB were conducted through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), and incentives and enablers.</p> <p>1.2.3 Responsibility for Oversight - Document plan to assign responsibility for successful treatment to the public health program or private provider, not to the patient. Monitoring adherence and adverse effects must be conducted on a monthly basis or more by home visits, pill counts, and/or clinic appointments. Treatment should be based on each patient's clinical and social circumstances (patient-centered care), regardless of the source of supervision.</p> <p>1.2.4 Sputum Cultures - Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide treatment plan.</p> <p>1.2.5 Provider Education and Training - Document routine education and training provided to health care providers on current recommended treatment guidelines.</p> <p>1.2.6 Treatment Completion - Document treatment completion defined by the number of doses ingested, as well as the duration of treatment.</p> <p>1.2.7 TB Service Delivery - Document LHD efforts to ensure adequate, appropriate diagnostic and treatment services are available, as well as efforts to monitor the results of therapy.</p> <p>1.2.8 Review of TB Care - Document the LHD medical TB consultant's plan for reviewing care for all TB patients, as well as for the direct care for those treated in county clinics.</p> |
| Task  |
| 1.3 Directly Observed Therapy (DOT) - Directly observed therapy (DOT) is to be provided to all TB patients (pulmonary and extra-pulmonary).   |
| Performance Measures  |
| <p>1.3.1 Priority DOT Patients - Document DOT is provided as the standard of care for all TB patients, pulmonary and extra-pulmonary. It is of highest priority in cases where there is drug resistance (even one drug), those with certain medical and/or social issues, and children.</p> <p>1.3.2 DOT and Case Management - Document DOT is coupled with individualized case management to lead to the best treatment result.</p>  |

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| 1.3.3 DOT Provision - Document DOT is conducted in person or by electronic DOT (e.g. video phone DOT).   |
| 1.3.4 Adherence Strategies - Document adherence to appropriate regimens and diagnostic workups is facilitated through ongoing contact with the patient and use of incentives and enablers, when feasible.  |
| <b>Task</b>  |
| 1.4 Contact Identification - Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 100%.   |
| <b>Performance Measures</b>  |
| 1.4.1 Contact Investigation - Contact investigations must be initiated within 3 working days after the patient is reported. High risk contacts must be evaluated within 7 days.  |
| 1.4.2 Contacts per Case - An average of 7 to 10 contacts per case must be followed up.   |
| 1.4.3 High Risk Contacts - Document efforts to coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. Factors that influence TB transmission include infectiousness of the case, duration and frequency of exposure, and the environment in which exposure occurred. |
| 1.4.4 Eliciting Contacts - Document efforts to identify contacts in household, work place, school and leisure settings. Document hospital visits to interview index patient and home visits were conducted to elicit contacts.   |
| 1.4.5 Patient Interview - Document a minimum of two interviews was conducted to elicit all contacts.   |
| 1.4.6 Identification of High Priority Patients - Document evaluation of all sputum AFB smear positive patients who are of the highest priority. Document identification and evaluation of patients who are considered to be a lower priority.  |
| 1.4.7 CDESS Reporting - Report contacts on CDESS within 90 days of case report.  |
| 1.4.8 Proportion of TB Patients with Contacts - Report the proportion of TB patients with sputum AFB smear-positive results who have contacts identified.  |
| <b>Task</b>  |
| 1.5 Evaluation of Contacts - Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to: 2019: 86%; 2020: 87%; 2021: 88%; 2022: 89%; 2023: 90%.   |
| <b>Performance Measures</b>  |
| 1.5.1 Optimal Contact Investigations - Document factors critical to optimal contact investigations including contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection.      |
| 1.5.2 "Prioritizing Contacts" - Document assigning priorities to individual contacts for evaluation and treatment. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure.  |
| 1.5.3 Contact Exposure - Define the duration, time period, and frequency of contact in various environments that constitute exposure.  |
| 1.5.4 Criteria for Investigations - Define the standard criteria used for expanding contact investigations.  |
| 1.5.5 Evaluation of Contacts - "Document complete evaluation of contacts consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB. "  |
| 1.5.6 Clinic Services - Document provision of clinic services is convenient for patients.  |
| 1.5.7 Proportion of Contacts Evaluated for Infection and Disease - "Report the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease per Task Description. "   |
| <b>Task</b>  |
| 1.6 Contacts Starting and Completing Treatment - Increase proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment and those who complete treatment.  |
| <b>Performance Measures</b>  |
| 1.6.1 Contacts Who Start Treatment - Document quarterly progress toward increasing the proportion of contacts who start treatment to: 2019: 79%; 2020: 80%; 2021: 81%; 2022: 82%; 2023: 83%.   |
| 1.6.2 Contacts Who Complete Treatment - "Document annually progress toward increasing the proportion of contacts who complete treatment to: 2019: 77%; 2020: 78%; 2021: 79%; 2022: 80%; 2023: 81%. "   |
| 1.6.3 Contact Investigations - Document contact investigations are initiated for all TB suspects and cases.  |
| 1.6.4 Time Frame for Contact Investigations - Document contact investigations are initiated within 3 working days after the patient is reported, and evaluations for high risk contacts are conducted within 7 working days  |
| 1.6.5 Investigation Infrastructure - Describe the LHD TB program's comprehensive contact investigation infrastructure or system with formal monitoring activities.   |

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| 1.6.6 Language Appropriate Educational Materials - Document the provision of language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI treatment and to encourage evaluation and treatment.  |
| 1.6.7 Treatment of Infants and Young Children - Document the proportion of infants and young children with recent infection who receive window-period treatment for LTBI, even if the TST and CXR do not suggest TB.   |
| 1.6.8 Monitoring Adherence - "Document monthly or more home visits, pill counts, or clinic appointments to check for adherence and adverse effects of treatment. "   |
| 1.6.9 Short Course Therapy - "Describe strategy for use of short term therapy and document the proportion of patients receiving short course therapy. "  |
| <b>Task</b>  |
| 1.7 HIV Testing and Reporting - "Increase the proportion to 100% of TB cases reported with positive or negative HIV test result documented. "  |
| <b>Performance Measures</b>  |
| 1.7.1 HIV Tests - Document all TB suspects/cases are offered HIV testing.  |
| 1.7.2 Documenting HIV Test Results - Document all TB suspects/cases have a record of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.   |
| 1.7.3 Consent for HIV Testing - Document consent for HIV testing. Consent can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.  |
| 1.7.4 Documenting Consent for HIV Testing - "Document consent or refusal to be HIV tested is noted in the patient s medical record including date and name of person ordering the test and/or making the note. "   |
| 1.7.5 Confidentiality of HIV Test Results - Describe confidentiality policies which must include: confidentiality of HIV test results is protected by law, and confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or health insurers to obtain payment.                    |
| 1.7.6 HIV Care Referrals - Describe referral mechanisms in place to coordinate HIV care, as needed, including public social service agency linkages.   |
| <b>Task</b>  |
| 1.8 Class A and B Immigrants and Refugees - "Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI. "   |
| <b>Performance Measures</b>  |
| 1.8.1 Class A or B Immigrants and Refugees Evaluated - Document quarterly progress toward increasing the proportion of Class A or B individuals who are evaluated in 90 days: 2019: 74%; 2020: 75%; 2021: 76%; 2022: 77%; 2023: 78%.   |
| 1.8.2 Class A or B Immigrants and Refugees Completing Treatment - Document annually progress toward increasing the proportion of Class A or B individuals who complete LTBI treatment (of those eligible and started on treatment): 2019: 76%; 2020: 77%; 2021: 78%; 2022: 79%; 2023: 80%.   |
| 1.8.3 Class A or B Evaluation Time Frame - "Document evaluations for TB disease are completed within 90 days of notification to the county. "  |
| 1.8.4 Class A or B Evaluations - "Document all persons with B class TB arriving to NYS receive a thorough TB evaluation. The TB evaluation must be performed as it would for any high-risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. "  |
| 1.8.5 Class A or B Reporting - "Document all TB evaluation results are entered into the Class B Supplement in CDESS within 90 days of the date documented in the Date Notification Sent to County field. The name of the individual conducting the evaluation must be noted in the comment field. "  |
| 1.8.6 Class A or B Lost to Follow Up - Document information on all Class A or B persons lost to follow up is entered into the Class B Supplement in CDESS if all efforts to locate the patient within the allotted time frame are unsuccessful. If the patient has moved, and a forwarding address is available, this must be noted on the Class B Supplement as soon as possible. |
| <b>Task</b>  |
| 1.9 Culture Conversion - Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%.   |
| <b>Performance Measures</b>  |
| 1.9.1 TB Patients Reported With Culture Conversion - "Report the proportion of TB patients with sputum   |

culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%. "

1.9.2 Obtaining Sputum Specimens - Document results of sputum testing at the end of the initial treatment phase. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at this juncture.if sputum conversion to negative has not already been documented.

1.9.3 Response to Treatment - Document follow up smears are conducted monthly or more (e.g., every 2 weeks until two consecutive specimens are negative) for patients who had positive AFB smears at the time of diagnosis, and document results. This follow up will provide an early assessment of the response to treatment.

1.9.4 Identification of Patients at Risk of Treatment Failure or Relapse - "Document the proportion of TB patients with adverse treatment outcomes. The presence of cavitation on the initial chest radiograph, combined with having a positive sputum culture at the time the initial phase of treatment is completed, has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. "

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: DOH01 TB PRGM  
CONTRACTOR NAME: ONEIDA COUNTY OF  
CONTRACT PERIOD NUMBER: 4  
CONTRACT PERIOD: From: 04/01/2022  
To: 03/31/2023

"The Oneida County Health Department is located at 406 Elizabeth Street, Utica, NY. The TB program targets all individuals in Oneida County with active and LTBI infection. Our main population is the refugee population. We currently have 3 TB cases and 6 LTBI cases in Oneida County. Hours of operation at the clinic are 8:30 to 4:00 Monday through Friday. We have an on call service as well. Please refer to Attachment C Work plan for detailed tasks and performance tasks. We will follow this directly. We have a new detailed TB manual that follows CDC guidelines. Both staff have been TB trained in TB Management in 2019. TB Elimination: Electronic reporting, Treatment completion monitoring, collection of sputum and education about TB, DOT at office, home or Facetime, contact investigations conducted along with educational component, CDESS reporting within guidelines, evaluation of the contacts, contacts starting and completing treatment, HIV testing done, Class A and B immigrants and refugees are evaluated within the 90 day time frame, and culture conversion. "

## ATTACHMENT C – WORK PLAN DETAIL

| Objective   |
|---|
| 1 TB Elimination - Contractors work toward national objective of TB elimination. Critical elements: early case finding/reporting, prompt diagnosis, appropriate treatment, case management, directly observed therapy, contact investigations, LTBI treatment, and education.   |
| Task  |
| 1.1 Electronic Reporting - All newly reported TB suspects/cases will be reported electronically through the NYS DOH Health Commerce System (HCS) within 5 business days of provider report.   |
| Performance Measures  |
| <p>1.1.1 Initial Report - Initial report of a case/suspect is required to be reported to the local health department (LHD) by the provider within 24 hours. Providers need to be educated on all reporting requirements.</p> <p>1.1.2 Confidential Case Report - An electronic report of the confidential case report (DC103) on HCS by the LHD must be submitted as soon as possible, but no later than 5 days of provider report, even if bacteriologic evidence is lacking.</p> <p>1.1.3 Supplemental TB Patient Report - Submission of the supplemental TB patient report must be submitted within 2 weeks of the DC 103.</p> <p>1.1.4 Reporting Contacts - Contacts must be submitted electronically for every TB case (pulmonary and extra-pulmonary) reported in your jurisdiction.</p>  |
| Task  |
| 1.2 Treatment Completion - For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. To be reported in the Annual Report only.   |
| Performance Measures  |
| <p>1.2.1 Initial TB Treatment - TB patients are provided with initial treatment of at least four drugs.</p> <p>1.2.2 Promote Treatment Adherence - Document case management and treatment of persons with active TB were conducted through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), and incentives and enablers.</p> <p>1.2.3 Responsibility for Oversight - Document plan to assign responsibility for successful treatment to the public health program or private provider, not to the patient. Monitoring adherence and adverse effects must be conducted on a monthly basis or more by home visits, pill counts, and/or clinic appointments. Treatment should be based on each patient's clinical and social circumstances (patient-centered care), regardless of the source of supervision.</p> <p>1.2.4 Sputum Cultures - Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide treatment plan.</p> <p>1.2.5 Provider Education and Training - Document routine education and training provided to health care providers on current recommended treatment guidelines.</p> <p>1.2.6 Treatment Completion - Document treatment completion defined by the number of doses ingested, as well as the duration of treatment.</p> <p>1.2.7 TB Service Delivery - Document LHD efforts to ensure adequate, appropriate diagnostic and treatment services are available, as well as efforts to monitor the results of therapy.</p> <p>1.2.8 Review of TB Care - Document the LHD medical TB consultant's plan for reviewing care for all TB patients, as well as for the direct care for those treated in county clinics.</p> |
| Task  |
| 1.3 Directly Observed Therapy (DOT) - Directly observed therapy (DOT) is to be provided to all TB patients (pulmonary and extra-pulmonary).   |
| Performance Measures  |
| <p>1.3.1 Priority DOT Patients - Document DOT is provided as the standard of care for all TB patients, pulmonary and extra-pulmonary. It is of highest priority in cases where there is drug resistance (even one drug), those with certain medical and/or social issues, and children.</p> <p>1.3.2 DOT and Case Management - Document DOT is coupled with individualized case management to lead to the best treatment result.</p>  |



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| 1.3.3 DOT Provision - Document DOT is conducted in person or by electronic DOT (e.g. video phone DOT).   |
| 1.3.4 Adherence Strategies - Document adherence to appropriate regimens and diagnostic workups is facilitated through ongoing contact with the patient and use of incentives and enablers, when feasible.  |
| <b>Task</b>  |
| 1.4 Contact Identification - Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 100%.   |
| <b>Performance Measures</b>  |
| 1.4.1 Contact Investigation - Contact investigations must be initiated within 3 working days after the patient is reported. High risk contacts must be evaluated within 7 days.  |
| 1.4.2 Contacts per Case - An average of 7 to 10 contacts per case must be followed up.   |
| 1.4.3 High Risk Contacts - Document efforts to coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. Factors that influence TB transmission include infectiousness of the case, duration and frequency of exposure, and the environment in which exposure occurred. |
| 1.4.4 Eliciting Contacts - Document efforts to identify contacts in household, work place, school and leisure settings. Document hospital visits to interview index patient and home visits were conducted to elicit contacts.   |
| 1.4.5 Patient Interview - Document a minimum of two interviews was conducted to elicit all contacts.   |
| 1.4.6 Identification of High Priority Patients - Document evaluation of all sputum AFB smear positive patients who are of the highest priority. Document identification and evaluation of patients who are considered to be a lower priority.  |
| 1.4.7 CDESS Reporting - Report contacts on CDESS within 90 days of case report.  |
| 1.4.8 Proportion of TB Patients with Contacts - Report the proportion of TB patients with sputum AFB smear-positive results who have contacts identified.  |
| <b>Task</b>  |
| 1.5 Evaluation of Contacts - Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to: 2019: 86%; 2020: 87%; 2021: 88%; 2022: 89%; 2023: 90%.   |
| <b>Performance Measures</b>  |
| 1.5.1 Optimal Contact Investigations - Document factors critical to optimal contact investigations including contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection.      |
| 1.5.2 "Prioritizing Contacts" - Document assigning priorities to individual contacts for evaluation and treatment. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure.  |
| 1.5.3 Contact Exposure - Define the duration, time period, and frequency of contact in various environments that constitute exposure.  |
| 1.5.4 Criteria for Investigations - Define the standard criteria used for expanding contact investigations.  |
| 1.5.5 Evaluation of Contacts - "Document complete evaluation of contacts consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB. "  |
| 1.5.6 Clinic Services - Document provision of clinic services is convenient for patients.  |
| 1.5.7 Proportion of Contacts Evaluated for Infection and Disease - "Report the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease per Task Description. "   |
| <b>Task</b>  |
| 1.6 Contacts Starting and Completing Treatment - Increase proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment and those who complete treatment.  |
| <b>Performance Measures</b>  |
| 1.6.1 Contacts Who Start Treatment - Document quarterly progress toward increasing the proportion of contacts who start treatment to: 2019: 79%; 2020: 80%; 2021: 81%; 2022: 82%; 2023: 83%.   |
| 1.6.2 Contacts Who Complete Treatment - "Document annually progress toward increasing the proportion of contacts who complete treatment to: 2019: 77%; 2020: 78%; 2021: 79%; 2022: 80%; 2023: 81%. "   |
| 1.6.3 Contact Investigations - Document contact investigations are initiated for all TB suspects and cases.  |
| 1.6.4 Time Frame for Contact Investigations - Document contact investigations are initiated within 3 working days after the patient is reported, and evaluations for high risk contacts are conducted within 7 working days  |
| 1.6.5 Investigation Infrastructure - Describe the LHD TB program's comprehensive contact investigation infrastructure or system with formal monitoring activities.   |

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| 1.6.6 Language Appropriate Educational Materials - Document the provision of language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI treatment and to encourage evaluation and treatment.  |
| 1.6.7 Treatment of Infants and Young Children - Document the proportion of infants and young children with recent infection who receive window-period treatment for LTBI, even if the TST and CXR do not suggest TB.   |
| 1.6.8 Monitoring Adherence - "Document monthly or more home visits, pill counts, or clinic appointments to check for adherence and adverse effects of treatment. "   |
| 1.6.9 Short Course Therapy - "Describe strategy for use of short term therapy and document the proportion of patients receiving short course therapy. "  |
| <b>Task</b>  |
| 1.7 HIV Testing and Reporting - "Increase the proportion to 100% of TB cases reported with positive or negative HIV test result documented. "  |
| <b>Performance Measures</b>  |
| 1.7.1 HIV Tests - Document all TB suspects/cases are offered HIV testing.  |
| 1.7.2 Documenting HIV Test Results - Document all TB suspects/cases have a record of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.   |
| 1.7.3 Consent for HIV Testing - Document consent for HIV testing. Consent can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.  |
| 1.7.4 Documenting Consent for HIV Testing - "Document consent or refusal to be HIV tested is noted in the patient s medical record including date and name of person ordering the test and/or making the note. "   |
| 1.7.5 Confidentiality of HIV Test Results - Describe confidentiality policies which must include: confidentiality of HIV test results is protected by law, and confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or health insurers to obtain payment.                    |
| 1.7.6 HIV Care Referrals - Describe referral mechanisms in place to coordinate HIV care, as needed, including public social service agency linkages.   |
| <b>Task</b>  |
| 1.8 Class A and B Immigrants and Refugees - "Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI. "   |
| <b>Performance Measures</b>  |
| 1.8.1 Class A or B Immigrants and Refugees Evaluated - Document quarterly progress toward increasing the proportion of Class A or B individuals who are evaluated in 90 days: 2019: 74%; 2020: 75%; 2021: 76%; 2022: 77%; 2023: 78%.   |
| 1.8.2 Class A or B Immigrants and Refugees Completing Treatment - Document annually progress toward increasing the proportion of Class A or B individuals who complete LTBI treatment (of those eligible and started on treatment): 2019: 76%; 2020: 77%; 2021: 78%; 2022: 79%; 2023: 80%.   |
| 1.8.3 Class A or B Evaluation Time Frame - "Document evaluations for TB disease are completed within 90 days of notification to the county. "  |
| 1.8.4 Class A or B Evaluations - "Document all persons with B class TB arriving to NYS receive a thorough TB evaluation. The TB evaluation must be performed as it would for any high-risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. "  |
| 1.8.5 Class A or B Reporting - "Document all TB evaluation results are entered into the Class B Supplement in CDESS within 90 days of the date documented in the Date Notification Sent to County field. The name of the individual conducting the evaluation must be noted in the comment field. "  |
| 1.8.6 Class A or B Lost to Follow Up - Document information on all Class A or B persons lost to follow up is entered into the Class B Supplement in CDESS if all efforts to locate the patient within the allotted time frame are unsuccessful. If the patient has moved, and a forwarding address is available, this must be noted on the Class B Supplement as soon as possible. |
| <b>Task</b>  |
| 1.9 Culture Conversion - Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%.   |
| <b>Performance Measures</b>  |
| 1.9.1 TB Patients Reported With Culture Conversion - "Report the proportion of TB patients with sputum   |

culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%. "

1.9.2 Obtaining Sputum Specimens - Document results of sputum testing at the end of the initial treatment phase. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at this juncture.if sputum conversion to negative has not already been documented.

1.9.3 Response to Treatment - Document follow up smears are conducted monthly or more (e.g., every 2 weeks until two consecutive specimens are negative) for patients who had positive AFB smears at the time of diagnosis, and document results. This follow up will provide an early assessment of the response to treatment.

1.9.4 Identification of Patients at Risk of Treatment Failure or Relapse - "Document the proportion of TB patients with adverse treatment outcomes. The presence of cavitation on the initial chest radiograph, combined with having a positive sputum culture at the time the initial phase of treatment is completed, has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. "

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: DOH01 TB PRGM  
CONTRACTOR NAME: ONEIDA COUNTY OF  
CONTRACT PERIOD NUMBER: 5  
CONTRACT PERIOD: From: 04/01/2023  
To: 03/31/2024

"The Oneida County Health Department is located at 406 Elizabeth Street, Utica, NY. The TB program targets all individuals in Oneida County with active and LTBI infection. Our main population is the refugee population. We currently have 3 TB cases and 6 LTBI cases in Oneida County. Hours of operation at the clinic are 8:30 to 4:00 Monday through Friday. We have an on call service as well. Please refer to Attachment C Work plan for detailed tasks and performance tasks. We will follow this directly. We have a new detailed TB manual that follows CDC guidelines. Both staff have been TB trained in TB Management in 2019. TB Elimination: Electronic reporting, Treatment completion monitoring, collection of sputum and education about TB, DOT at office, home or Facetime, contact investigations conducted along with educational component, CDESS reporting within guidelines, evaluation of the contacts, contacts starting and completing treatment, HIV testing done, Class A and B immigrants and refugees are evaluated within the 90 day time frame, and culture conversion. "

## ATTACHMENT C – WORK PLAN DETAIL

| Objective   |
|---|
| 1 TB Elimination - Contractors work toward national objective of TB elimination. Critical elements: early case finding/reporting, prompt diagnosis, appropriate treatment, case management, directly observed therapy, contact investigations, LTBI treatment, and education.   |
| Task  |
| 1.1 Electronic Reporting - All newly reported TB suspects/cases will be reported electronically through the NYS DOH Health Commerce System (HCS) within 5 business days of provider report.   |
| Performance Measures  |
| <p>1.1.1 Initial Report - Initial report of a case/suspect is required to be reported to the local health department (LHD) by the provider within 24 hours. Providers need to be educated on all reporting requirements.</p> <p>1.1.2 Confidential Case Report - An electronic report of the confidential case report (DC103) on HCS by the LHD must be submitted as soon as possible, but no later than 5 days of provider report, even if bacteriologic evidence is lacking.</p> <p>1.1.3 Supplemental TB Patient Report - Submission of the supplemental TB patient report must be submitted within 2 weeks of the DC 103.</p> <p>1.1.4 Reporting Contacts - Contacts must be submitted electronically for every TB case (pulmonary and extra-pulmonary) reported in your jurisdiction.</p>  |
| Task  |
| 1.2 Treatment Completion - For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. To be reported in the Annual Report only.   |
| Performance Measures  |
| <p>1.2.1 Initial TB Treatment - TB patients are provided with initial treatment of at least four drugs.</p> <p>1.2.2 Promote Treatment Adherence - Document case management and treatment of persons with active TB were conducted through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), and incentives and enablers.</p> <p>1.2.3 Responsibility for Oversight - Document plan to assign responsibility for successful treatment to the public health program or private provider, not to the patient. Monitoring adherence and adverse effects must be conducted on a monthly basis or more by home visits, pill counts, and/or clinic appointments. Treatment should be based on each patient's clinical and social circumstances (patient-centered care), regardless of the source of supervision.</p> <p>1.2.4 Sputum Cultures - Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide treatment plan.</p> <p>1.2.5 Provider Education and Training - Document routine education and training provided to health care providers on current recommended treatment guidelines.</p> <p>1.2.6 Treatment Completion - Document treatment completion defined by the number of doses ingested, as well as the duration of treatment.</p> <p>1.2.7 TB Service Delivery - Document LHD efforts to ensure adequate, appropriate diagnostic and treatment services are available, as well as efforts to monitor the results of therapy.</p> <p>1.2.8 Review of TB Care - Document the LHD medical TB consultant's plan for reviewing care for all TB patients, as well as for the direct care for those treated in county clinics.</p> |
| Task  |
| 1.3 Directly Observed Therapy (DOT) - Directly observed therapy (DOT) is to be provided to all TB patients (pulmonary and extra-pulmonary).   |
| Performance Measures  |
| <p>1.3.1 Priority DOT Patients - Document DOT is provided as the standard of care for all TB patients, pulmonary and extra-pulmonary. It is of highest priority in cases where there is drug resistance (even one drug), those with certain medical and/or social issues, and children.</p> <p>1.3.2 DOT and Case Management - Document DOT is coupled with individualized case management to lead to the best treatment result.</p>  |

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| 1.3.3 DOT Provision - Document DOT is conducted in person or by electronic DOT (e.g. video phone DOT).   |
| 1.3.4 Adherence Strategies - Document adherence to appropriate regimens and diagnostic workups is facilitated through ongoing contact with the patient and use of incentives and enablers, when feasible.  |
| <b>Task</b>  |
| 1.4 Contact Identification - Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 100%.   |
| <b>Performance Measures</b>  |
| 1.4.1 Contact Investigation - Contact investigations must be initiated within 3 working days after the patient is reported. High risk contacts must be evaluated within 7 days.  |
| 1.4.2 Contacts per Case - An average of 7 to 10 contacts per case must be followed up.   |
| 1.4.3 High Risk Contacts - Document efforts to coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. Factors that influence TB transmission include infectiousness of the case, duration and frequency of exposure, and the environment in which exposure occurred. |
| 1.4.4 Eliciting Contacts - Document efforts to identify contacts in household, work place, school and leisure settings. Document hospital visits to interview index patient and home visits were conducted to elicit contacts.   |
| 1.4.5 Patient Interview - Document a minimum of two interviews was conducted to elicit all contacts.   |
| 1.4.6 Identification of High Priority Patients - Document evaluation of all sputum AFB smear positive patients who are of the highest priority. Document identification and evaluation of patients who are considered to be a lower priority.  |
| 1.4.7 CDESS Reporting - Report contacts on CDESS within 90 days of case report.  |
| 1.4.8 Proportion of TB Patients with Contacts - Report the proportion of TB patients with sputum AFB smear-positive results who have contacts identified.  |
| <b>Task</b>  |
| 1.5 Evaluation of Contacts - Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to: 2019: 86%; 2020: 87%; 2021: 88%; 2022: 89%; 2023: 90%.   |
| <b>Performance Measures</b>  |
| 1.5.1 Optimal Contact Investigations - Document factors critical to optimal contact investigations including contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection.      |
| 1.5.2 "Prioritizing Contacts" - Document assigning priorities to individual contacts for evaluation and treatment. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure.  |
| 1.5.3 Contact Exposure - Define the duration, time period, and frequency of contact in various environments that constitute exposure.  |
| 1.5.4 Criteria for Investigations - Define the standard criteria used for expanding contact investigations.  |
| 1.5.5 Evaluation of Contacts - "Document complete evaluation of contacts consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB. "  |
| 1.5.6 Clinic Services - Document provision of clinic services is convenient for patients.  |
| 1.5.7 Proportion of Contacts Evaluated for Infection and Disease - "Report the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease per Task Description. "   |
| <b>Task</b>  |
| 1.6 Contacts Starting and Completing Treatment - Increase proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment and those who complete treatment.  |
| <b>Performance Measures</b>  |
| 1.6.1 Contacts Who Start Treatment - Document quarterly progress toward increasing the proportion of contacts who start treatment to: 2019: 79%; 2020: 80%; 2021: 81%; 2022: 82%; 2023: 83%.   |
| 1.6.2 Contacts Who Complete Treatment - "Document annually progress toward increasing the proportion of contacts who complete treatment to: 2019: 77%; 2020: 78%; 2021: 79%; 2022: 80%; 2023: 81%. "   |
| 1.6.3 Contact Investigations - Document contact investigations are initiated for all TB suspects and cases.  |
| 1.6.4 Time Frame for Contact Investigations - Document contact investigations are initiated within 3 working days after the patient is reported, and evaluations for high risk contacts are conducted within 7 working days  |
| 1.6.5 Investigation Infrastructure - Describe the LHD TB program's comprehensive contact investigation infrastructure or system with formal monitoring activities.   |

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| 1.6.6 Language Appropriate Educational Materials - Document the provision of language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI treatment and to encourage evaluation and treatment.  |
| 1.6.7 Treatment of Infants and Young Children - Document the proportion of infants and young children with recent infection who receive window-period treatment for LTBI, even if the TST and CXR do not suggest TB.   |
| 1.6.8 Monitoring Adherence - "Document monthly or more home visits, pill counts, or clinic appointments to check for adherence and adverse effects of treatment. "   |
| 1.6.9 Short Course Therapy - "Describe strategy for use of short term therapy and document the proportion of patients receiving short course therapy. "  |
| <b>Task</b>  |
| 1.7 HIV Testing and Reporting - "Increase the proportion to 100% of TB cases reported with positive or negative HIV test result documented. "  |
| <b>Performance Measures</b>  |
| 1.7.1 HIV Tests - Document all TB suspects/cases are offered HIV testing.  |
| 1.7.2 Documenting HIV Test Results - Document all TB suspects/cases have a record of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.   |
| 1.7.3 Consent for HIV Testing - Document consent for HIV testing. Consent can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.  |
| 1.7.4 Documenting Consent for HIV Testing - "Document consent or refusal to be HIV tested is noted in the patient s medical record including date and name of person ordering the test and/or making the note. "   |
| 1.7.5 Confidentiality of HIV Test Results - Describe confidentiality policies which must include: confidentiality of HIV test results is protected by law, and confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or health insurers to obtain payment.                    |
| 1.7.6 HIV Care Referrals - Describe referral mechanisms in place to coordinate HIV care, as needed, including public social service agency linkages.   |
| <b>Task</b>  |
| 1.8 Class A and B Immigrants and Refugees - "Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI. "   |
| <b>Performance Measures</b>  |
| 1.8.1 Class A or B Immigrants and Refugees Evaluated - Document quarterly progress toward increasing the proportion of Class A or B individuals who are evaluated in 90 days: 2019: 74%; 2020: 75%; 2021: 76%; 2022: 77%; 2023: 78%.   |
| 1.8.2 Class A or B Immigrants and Refugees Completing Treatment - Document annually progress toward increasing the proportion of Class A or B individuals who complete LTBI treatment (of those eligible and started on treatment): 2019: 76%; 2020: 77%; 2021: 78%; 2022: 79%; 2023: 80%.   |
| 1.8.3 Class A or B Evaluation Time Frame - "Document evaluations for TB disease are completed within 90 days of notification to the county. "  |
| 1.8.4 Class A or B Evaluations - "Document all persons with B class TB arriving to NYS receive a thorough TB evaluation. The TB evaluation must be performed as it would for any high-risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. "  |
| 1.8.5 Class A or B Reporting - "Document all TB evaluation results are entered into the Class B Supplement in CDESS within 90 days of the date documented in the Date Notification Sent to County field. The name of the individual conducting the evaluation must be noted in the comment field. "  |
| 1.8.6 Class A or B Lost to Follow Up - Document information on all Class A or B persons lost to follow up is entered into the Class B Supplement in CDESS if all efforts to locate the patient within the allotted time frame are unsuccessful. If the patient has moved, and a forwarding address is available, this must be noted on the Class B Supplement as soon as possible. |
| <b>Task</b>  |
| 1.9 Culture Conversion - Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%.   |
| <b>Performance Measures</b>  |
| 1.9.1 TB Patients Reported With Culture Conversion - "Report the proportion of TB patients with sputum   |

culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to: 2019: 64%; 2020: 65%; 2021: 66%; 2022: 67%; 2023: 68%. "

1.9.2 Obtaining Sputum Specimens - Document results of sputum testing at the end of the initial treatment phase. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at this juncture.if sputum conversion to negative has not already been documented.

1.9.3 Response to Treatment - Document follow up smears are conducted monthly or more (e.g., every 2 weeks until two consecutive specimens are negative) for patients who had positive AFB smears at the time of diagnosis, and document results. This follow up will provide an early assessment of the response to treatment.

1.9.4 Identification of Patients at Risk of Treatment Failure or Relapse - "Document the proportion of TB patients with adverse treatment outcomes. The presence of cavitation on the initial chest radiograph, combined with having a positive sputum culture at the time the initial phase of treatment is completed, has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. "



## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: DOH01 TB PRGM  
CONTRACTOR NAME: ONEIDA COUNTY OF  
CONTRACT PERIOD NUMBER: 6  
CONTRACT PERIOD: From: 04/01/2024  
To: 12/31/2024

"The purpose of this funded project is to create an innovative HIV/AIDS legal services and family stabilization supportive services program for individuals living with HIV/AIDS, parents living with HIV/AIDS who have custody of dependent children, guardians/caregivers of dependent HIV-infected and affected children and HIV-positive/affected children at risk of being orphaned due to HIV/AIDS. This HIV service model is intended to ensure that individuals with HIV will receive proactive comprehensive legal assistance. Parents with HIV will receive tailored and proactive legal assistance for themselves, their dependent children and identified caregivers. Services will seek to ensure appropriate care and custody plans are in place and promote stability for blended families. "

## ATTACHMENT C – WORK PLAN DETAIL

| Objective            |  |
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| 1                    | 1. Comprehensive Legal Services Program - Establish and maintain a comprehensive legal services program for individuals and families affected by HIV.  |
| Task                 |  |
| 1.1                  | 1. Comprehensive Legal Services Program - "1a. Client needs are assessed and legal cases are opened appropriately. "   |
| Performance Measures |  |
| 1.1.1                | 1.1 - " All clients have an initial intake assessment to identify legal needs for enrollment in the program."  |
| Task                 |  |
| 1.2                  | 1. Comprehensive Legal Services Program - 1b. Legal assistance is tailored to a client s specific needs.   |
| Performance Measures |  |
| 1.2.1                | " 1.2" - 100% of all clients enrolled in the program will have a full intake and comprehensive assessment to identify all legal needs for a client.  |
| Task                 |  |
| 1.3                  | 1. Comprehensive Legal Services Program - 1c. Consistent representation is maintained.   |
| Performance Measures |  |
| 1.3.1                | " 1.3" - 100% of all clients enrolled in the program will have a reassessment every six months to assess status of case(s) and the identification of any new legal needs.                    |
| Task                 |  |
| 1.4                  | 1. Comprehensive Legal Services Program - 1d. When a legal case is closed, the client receives a letter indicating the final outcome of the legal matter.                                    |
| Performance Measures |  |
| 1.4.1                | " 1.4" - A legal case is opened for each legal matter.   |
| Task                 |  |
| 1.5                  | 1. Comprehensive Legal Services Program - "1e. Legal assistance is provided to support families and promote family stability. "  |
| Performance Measures |  |
| 1.5.1                | " 1.5" - All cases are closed upon completion.   |
| Task                 |  |
| 1.6                  | 1. Comprehensive Legal Services Program - "1f. Hire and maintain legal services staff. "   |
| Performance Measures |  |
| 1.6.1                | " 1.6" - 90% of all legal cases closed result in outcomes other than lost to follow-up or case closed after service.   |
| Objective            |  |
| 2                    | 2. Family Stabilization Support Services Program - Establish and maintain a family stabilization support services program to help families make decisions for future care and custody plans. |
| Task                 |  |
| 2.1                  | 2. Family Stabilization Support Services Program - 2a. Services are provided by masters level staff to assist families with future care and custody planning.                                |
| Performance Measures |  |
| 2.1.1                | " 2.1" - 100% of all families enrolled for legal services will be assessed for current custodial arrangements for referral to family stabilization support services.                         |
| Task                 |  |
| 2.2                  | 2. Family Stabilization Support Services Program - "2b. Services are provided individually, a group or family sessions. "  |
| Performance Measures |  |
| 2.2.1                | 2.2 - 100% of all families will have an initial intake and assessment to identify service and referral   |

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| needs.   |
| <b>Task</b>  |
| 2.3 2. Family Stabilization Support Services Program - "2c. A written service plan is developed with the client and/or family that includes future care and custody development, disclosure, grief and bereavement and/or transition services for blended families. "                |
| <b>Performance Measures</b>  |
| 2.3.1 " 2.3" - 100% of all clients and/or families will have their family stabilization plan reviewed and/or updated every three months or more often if appropriate.  |
| <b>Task</b>  |
| 2.4 2. Family Stabilization Support Services Program - "2d. Current custodial arrangements and efforts to identify future caregiver(s) are documented. "   |
| <b>Performance Measures</b>  |
| 2.4.1 " 2.4" - All clients and/or families make decisions in preparation for the future care and custody of their dependent children.  |
| <b>Task</b>  |
| 2.5 2. Family Stabilization Support Services Program - 2e. Families who are unable to achieve service plan goals within a two year period will be assessed to determine unmet service needs and referred appropriately at the end of the service timeframe.                          |
| <b>Performance Measures</b>  |
| 2.5.1 " 2.5" - All client and/or family case closures identify referrals for unmet service needs and the status of their care and custody plan.  |
| <b>Objective</b>   |
| 3 3. Client and Family Engagement Strategies - Ensure the delivery of effective strategies for client and/or family engagement in services.  |
| <b>Task</b>  |
| 3.1 3. Client and Family Engagement Strategies - "3a. All clients will be assessed for unmet service needs and referred appropriately to support access and retention in care. "   |
| <b>Performance Measures</b>  |
| 3.1.1 " 3.1" - A system has been established to follow-up on clients missed appointments and outcome of attempts to link or reconnect to services.   |
| <b>Task</b>  |
| 3.2 3. Client and Family Engagement Strategies - 3b. Referral agreements are established to facilitate service linkages.   |
| <b>Performance Measures</b>  |
| 3.2.1 " 3.2" - 100% of all referrals will have documented follow-up to ensure that the referral was successful.  |
| <b>Task</b>  |
| 3.3 3. Client and Family Engagement Strategies - 3c. Families will be assessed for unmet service needs and referred appropriately particularly for mental health needs identified during the future care and custody planning process.   |
| <b>Performance Measures</b>  |
| 3.3.1 " 3.3" - Referrals are made to other providers to address non-legal needs that are related to the resolution of the legal case.  |
| <b>Objective</b>   |
| 4 4. Outreach and Technical Assistance/Education - Outreach and technical assistance/education is provided to individuals and families infected/affected with HIV and to health and human service providers serving people with HIV.   |
| <b>Task</b>  |
| 4.1 4. Outreach and Technical Assistance/Education - 4a. Outreach information to promote the legal services program is provided to individuals and families infected/affected by HIV, and to health and human service providers who may refer clients to the legal services program. |
| <b>Performance Measures</b>  |
| 4.1.1 " 4.1" - 100% of all outreach, education and technical assistance events are documented.   |
| <b>Task</b>  |
| 4.2 4. Outreach and Technical Assistance/Education - "4b. Technical assistance/education is provided to  |

|  |
|--|
| individuals and families infected/affected by HIV, and to health and human service providers about legal issues and/or options that impact clients and families living with HIV. " |
| <b>Performance Measures</b>  |
| 4.2.1 " 4.2" - Documented collaborative linkage agreements are in place.   |

**ATTACHMENT D**  
**PAYMENT AND REPORTING**

**A. General Terms and Conditions:**

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. 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 Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the 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.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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.
9. All vouchers must be submitted by the Contractor 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.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this 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 and submit the claim to the State Agency.
11. The State shall not be liable for payments on the 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.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, 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. 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.

**B. Advance Payments and Claiming Requirements:**

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 for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. 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.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims 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.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

**Schedule A: Claiming Requirement**

| Period 1: 04/01/2019 - 03/31/2020 |                         |                         |            |
|-----------------------------------|-------------------------|-------------------------|------------|
| Claim Number                      | Claim Type              | Claim Period            | Due Date   |
| 1                                 | Quarterly Reimbursement | 04/01/2019 - 06/30/2019 | 07/30/2019 |
| 2                                 | Quarterly Reimbursement | 07/01/2019 - 09/30/2019 | 10/30/2019 |
| 3                                 | Quarterly Reimbursement | 10/01/2019 - 12/31/2019 | 01/30/2020 |
| 4                                 | Quarterly Reimbursement | 01/01/2020 - 03/31/2020 | 04/30/2020 |

| Period 2: 04/01/2020 - 03/31/2021 |                         |                         |            |
|-----------------------------------|-------------------------|-------------------------|------------|
| Claim Number                      | Claim Type              | Claim Period            | Due Date   |
| 1                                 | Quarterly Reimbursement | 04/01/2020 - 06/30/2020 | 07/30/2020 |
| 2                                 | Quarterly Reimbursement | 07/01/2020 - 09/30/2020 | 10/30/2020 |
| 3                                 | Quarterly Reimbursement | 10/01/2020 - 12/31/2020 | 01/30/2021 |
| 4                                 | Quarterly Reimbursement | 01/01/2021 - 03/31/2021 | 04/30/2021 |

| Period 3: 04/01/2021 - 03/31/2022 |                         |                         |            |
|-----------------------------------|-------------------------|-------------------------|------------|
| Claim Number                      | Claim Type              | Claim Period            | Due Date   |
| 1                                 | Quarterly Reimbursement | 04/01/2021 - 06/30/2021 | 07/30/2021 |
| 2                                 | Quarterly Reimbursement | 07/01/2021 - 09/30/2021 | 10/30/2021 |
| 3                                 | Quarterly Reimbursement | 10/01/2021 - 12/31/2021 | 01/30/2022 |
| 4                                 | Quarterly Reimbursement | 01/01/2022 - 03/31/2022 | 04/30/2022 |

| Period 4: 04/01/2022 - 03/31/2023 |                         |                         |            |
|-----------------------------------|-------------------------|-------------------------|------------|
| Claim Number                      | Claim Type              | Claim Period            | Due Date   |
| 1                                 | Quarterly Reimbursement | 04/01/2022 - 06/30/2022 | 07/30/2022 |
| 2                                 | Quarterly Reimbursement | 07/01/2022 - 09/30/2022 | 10/30/2022 |
| 3                                 | Quarterly Reimbursement | 10/01/2022 - 12/31/2022 | 01/30/2023 |
| 4                                 | Quarterly Reimbursement | 01/01/2023 - 03/31/2023 | 04/30/2023 |

| Period 5: 04/01/2023 - 03/31/2024 |                         |                         |            |
|-----------------------------------|-------------------------|-------------------------|------------|
| Claim Number                      | Claim Type              | Claim Period            | Due Date   |
| 1                                 | Quarterly Reimbursement | 04/01/2023 - 06/30/2023 | 07/30/2023 |
| 2                                 | Quarterly Reimbursement | 07/01/2023 - 09/30/2023 | 10/30/2023 |
| 3                                 | Quarterly Reimbursement | 10/01/2023 - 12/31/2023 | 01/30/2024 |

|   |                         |                         |            |
|---|-------------------------|-------------------------|------------|
| 4 | Quarterly Reimbursement | 01/01/2024 - 03/31/2024 | 04/30/2024 |
|---|-------------------------|-------------------------|------------|

| Period 6: 04/01/2024 - 12/31/2024 |                         |                         |            |
|-----------------------------------|-------------------------|-------------------------|------------|
| Claim Number                      | Claim Type              | Claim Period            | Due Date   |
| 1                                 | Quarterly Reimbursement | 04/01/2024 - 06/30/2024 | 07/30/2024 |
| 2                                 | Quarterly Reimbursement | 07/01/2024 - 09/30/2024 | 10/30/2024 |
| 3                                 | Quarterly Reimbursement | 10/01/2024 - 12/31/2024 | 01/30/2025 |

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.
  - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. 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.
  - 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.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. 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 generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

**C. Refunds:**

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may

pursue all available remedies.

**D. Progress Reporting Requirements:**

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

- 1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, 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 the 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.
- 2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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.)
- 3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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).
- 4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

**Schedule B: Progress Reporting Requirements**

| Period 1: 04/01/2019 – 03/31/2020 |                 |                         |            |
|-----------------------------------|-----------------|-------------------------|------------|
| Progress Report                   | Report Type     | Report Period           | Due Date   |
| 1                                 | Progress Report | 04/01/2019 - 06/30/2019 | 07/30/2019 |
| 2                                 | Progress Report | 07/01/2019 - 09/30/2019 | 10/30/2019 |
| 3                                 | Progress Report | 10/01/2019 - 12/31/2019 | 01/30/2020 |
| 4                                 | Progress Report | 01/01/2020 - 03/31/2020 | 04/30/2020 |

| Period 2: 04/01/2020 – 03/31/2021 |                 |                         |            |
|-----------------------------------|-----------------|-------------------------|------------|
| Progress Report                   | Report Type     | Report Period           | Due Date   |
| 1                                 | Progress Report | 04/01/2020 - 06/30/2020 | 07/30/2020 |
| 2                                 | Progress Report | 07/01/2020 - 09/30/2020 | 10/30/2020 |
| 3                                 | Progress Report | 10/01/2020 - 12/31/2020 | 01/30/2021 |
| 4                                 | Progress Report | 01/01/2021 - 03/31/2021 | 04/30/2021 |

| Period 3: 04/01/2021 – 03/31/2022 |                 |                         |            |
|-----------------------------------|-----------------|-------------------------|------------|
| Progress Report                   | Report Type     | Report Period           | Due Date   |
| 1                                 | Progress Report | 04/01/2021 - 06/30/2021 | 07/30/2021 |
| 2                                 | Progress Report | 07/01/2021 - 09/30/2021 | 10/30/2021 |
| 3                                 | Progress Report | 10/01/2021 - 12/31/2021 | 01/30/2022 |
| 4                                 | Progress Report | 01/01/2022 - 03/31/2022 | 04/30/2022 |

| Period 4: 04/01/2022 – 03/31/2023 |                 |                         |            |
|-----------------------------------|-----------------|-------------------------|------------|
| Progress Report                   | Report Type     | Report Period           | Due Date   |
| 1                                 | Progress Report | 04/01/2022 - 06/30/2022 | 07/30/2022 |
| 2                                 | Progress Report | 07/01/2022 - 09/30/2022 | 10/30/2022 |
| 3                                 | Progress Report | 10/01/2022 - 12/31/2022 | 01/30/2023 |
| 4                                 | Progress Report | 01/01/2023 - 03/31/2023 | 04/30/2023 |

| Period 5: 04/01/2023 – 03/31/2024 |  |  |  |
|-----------------------------------|--|--|--|
|-----------------------------------|--|--|--|



| Progress Report | Report Type     | Report Period           | Due Date   |
|-----------------|-----------------|-------------------------|------------|
| 1               | Progress Report | 04/01/2023 - 06/30/2023 | 07/30/2023 |
| 2               | Progress Report | 07/01/2023 - 09/30/2023 | 10/30/2023 |
| 3               | Progress Report | 10/01/2023 - 12/31/2023 | 01/30/2024 |
| 4               | Progress Report | 01/01/2024 - 03/31/2024 | 04/30/2024 |

| Period 6: 04/01/2024 – 12/31/2024 |                 |                         |            |
|-----------------------------------|-----------------|-------------------------|------------|
| Progress Report                   | Report Type     | Report Period           | Due Date   |
| 1                                 | Final Report    | 04/01/2024 - 12/31/2024 | 01/31/2025 |
| 2                                 | Progress Report | 04/01/2024 - 06/30/2024 | 07/30/2024 |
| 3                                 | Progress Report | 07/01/2024 - 09/30/2024 | 10/30/2024 |
| 4                                 | Progress Report | 10/01/2024 - 12/31/2024 | 01/30/2025 |

E. Special Payment and Reporting Provisions:

**Period 1:** To claim quarterly reimbursement, contractors must provide documentation of all expenses claimed on the Budget Statement and Report of Expenditures (BSROE) and submit a quarterly report documenting progress on the objective, tasks and performance measures of the work plan.

**Period 2:** To claim quarterly reimbursement, contractors must provide documentation of all expenses claimed on the Budget Statement and Report of Expenditures (BSROE) and submit a quarterly report documenting progress on the objective, tasks and performance measures of the work plan.

**Period 3:** To claim quarterly reimbursement, contractors must provide documentation of all expenses claimed on the Budget Statement and Report of Expenditures (BSROE) and submit a quarterly report documenting progress on the objective, tasks and performance measures of the work plan.

**Period 4:** To claim quarterly reimbursement, contractors must provide documentation of all expenses claimed on the Budget Statement and Report of Expenditures (BSROE) and submit a quarterly report documenting progress on the objective, tasks and performance measures of the work plan.

**Period 5:** To claim quarterly reimbursement, contractors must provide documentation of all expenses claimed on the Budget Statement and Report of Expenditures (BSROE) and submit a quarterly report documenting progress on the objective, tasks and performance measures of the work plan.

**Period 6:** 9-month extension and increase funds

## Attachment M

### PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

#### **I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

### V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

## Attachment H

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. “Business Associate” shall mean CONTRACTOR.
  - B. “Covered Program” shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    - 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    - 5. Contact procedures for Covered Program to ask questions or learn additional information.
  - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same

restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
  - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
  - G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
  - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
  - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.
  - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.



- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.