

**New York State Department of Health
AIDS Institute
Division of HIV Prevention
Request for Applications (RFA)
Communities of Color Initiative
Solicitation # 06-0003/FAU #0611301130**

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Applications Due: March 7, 2007

**Contact Name
and Address:**

**Dina Williams
Bureau of Community Based Services
Division of HIV Prevention, AIDS Institute
Room 342 Corning Tower
Albany, New York 12237
518-486-1412
dmw01@health.state.ny.us**

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I. INTRODUCTION

The New York State Department of Health (NYSDOH) AIDS Institute (AI) announces the availability of state funds to support HIV prevention interventions and HIV-related supportive services in communities of color. The epidemic in New York State continues to disproportionately impact African Americans and Latinos. Priority populations within communities of color of special concern in this solicitation are women (including women who have sex with women/lesbians, young women of color), HIV-infected persons, heterosexual men and others at high risk for infection (injection drug users, gay men/men who have sex with men). In addition, services reaching traditionally underserved populations within communities of color (deaf/hard of hearing, transgendered individuals, Native Americans and Asian/Pacific Islanders) will also be considered for funding.

In preparation for the Request for Applications (RFA), the AIDS Institute held forums to solicit input from community-based organizations (CBOs), members of the New York State HIV Prevention Planning Group, and other planning bodies, coalitions, and consumers. Information obtained from these forums contributed to the scope and content of this RFA. Also utilized were reports from the NYS AIDS Advisory Council. Recurrent themes included:

- Providers of HIV prevention and supportive services must be culturally competent. Cultural competence must be inclusive of language, historical underpinnings, social norms, sexual orientation and gender expression/identity, as well as drug use, sexual behaviors and other behaviors as practiced in various racial/ethnic communities.
- Serious HIV prevention and support service gaps exist for women, including women with children, women who have sex with women, women who are substance users, and young women.
- Women's programs should include components on access to care, self-esteem, legal services, parenting concerns, communication with partners, mental health issues, and the impact of poverty, violence and homelessness.
- Agencies prioritized for funding should be, whenever possible, indigenous to the communities being targeted for services.
- HIV prevention activities should be incremental in approach and comprehensive in nature, recognize stages of change and include skills-building activities to assist HIV-infected and at-risk individuals to adopt and maintain behavior change.
- HIV risk reduction and education programs should be linked to HIV counseling and testing, partner counseling and referral services and facilitate access to needed services.
- Prevention with Positives interventions are an efficient mechanism for reducing new infections.
- Syringe access, especially syringe exchange, has greatly contributed to the reduction of new infections in communities of color.

- Peer delivered services provide an effective mechanism for promoting personal responsibility, motivating consciousness raising, and empowering positive health change in the life of individuals, especially those living with HIV/AIDS.
- An effective approach to HIV prevention is to go beyond particular individuals, and work more directly with networks of sexual and/or drug using risk behavior.
- STD prevention, screening and treatment directly contribute to HIV prevention.

I-A. Purpose:

The purpose of this RFA is to:

- Fund HIV prevention services that will address the needs of individuals targeted in communities of color;
- Strengthen evidence-based, culturally competent and linguistically appropriate prevention interventions that meet the needs of underserved areas/populations in New York State;
- Support and effectively integrate participation of HIV-infected and/or at-risk individuals in prevention interventions, health care and supportive services;
- Enhance HIV/STD integration efforts by recognizing the importance of STDs in HIV transmission and progression of HIV infection, and the disproportionate rates of STDs in communities of color;
- Provide targeted prevention interventions and messages for HIV infected/at risk individuals and/or groups; and
- Support prevention interventions and services that address the unique needs of individuals who are HIV-infected.

I-B. Funding:

The total anticipated funding available for all awards is **\$2,500,000**. These funds are all state dollars. Of this amount, \$300,000 will be funded from the Multiple Service Agency (MSA) appropriation which supports minority community based organizations with a history of providing a broad range of health and human services to populations heavily impacted by the epidemic and integrate HIV prevention and support services in their agencies. Should additional funding become available, the AIDS Institute may select a contractor from the pool of organizations deemed qualified and funded or qualified and not funded. A contractor would be selected based on needed expertise. If it is determined that the needed expertise is not available among these organizations, the AIDS Institute reserves the right to establish additional competitive solicitations or to award funds on a sole source basis.

The funding will be allocated as stated in the chart on the following page. It is anticipated between 12 and 18 awards will be made. Award size will range between \$100,000 and \$300,000 and will vary depending on the size of the region or population to be reached, the relative intensity of activities to be conducted, the potential impact to reduce HIV infection, the availability of other resources for HIV services, agency

capacity, and past performance of the applicant agency. Additional review criteria factors are listed on page 28.

Funds provided pursuant to this solicitation are to be used to create, continue, or expand HIV-related activities and supportive services for targeted populations identified in this solicitation and may NOT be used to supplant resources supporting existing services or activities.

Region	Number of Awards
New York City* (Boroughs of Bronx, Brooklyn, Manhattan, Queens, and Staten Island)	3-6
Long Island (Nassau and Suffolk counties)	1-2
Hudson Valley (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)	1-2
Rochester and Southern Tier (Broome, Chemung, Chenango, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Wayne and Yates counties)	1-2
Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties)	1-2
Western New York (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties)	1-2
Central New York (Cayuga, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St., Lawrence, and Tompkins counties)	1-2

*The Department intends to fund one of the programs in New York City to be a Multiple Service Agency (MSA) located in the Williamsburg/Green Point/Bushwick area of Brooklyn. MSAs are generally minority community based organizations that have a successful history of providing a broad range of health and human services to populations heavily impacted by the epidemic and are funded by the AIDS Institute to integrate HIV prevention and support services into their agencies.

Organizations may only submit one application under this solicitation regardless of how many populations are targeted or activities planned.

II. BACKGROUND

II-A. The HIV Epidemic in New York State:

At the mid-point of 2006, the Centers for Disease Control and Prevention (CDC) stated that more than 1 million people are living with HIV or AIDS in the continental United States. During Calendar Year 2006, a year that marks the 25th anniversary of the global pandemic, CDC estimates that in the US, an additional 40,000 persons will become infected by HIV. For New York State (NYS), which represents slightly less than 18% of the US cases, 2006 would be expected to account for approximately 7,200 new infections annually. [1]

II-B The HIV Epidemic in Communities of Color and High Risk Populations:

Cumulative AIDS

One hundred-sixty-six thousand, five hundred and thirty-seven New Yorkers have been diagnosed with AIDS since the beginning of what is now known as the HIV/AIDS epidemic. An additional 37,558 New Yorkers have been diagnosed with HIV infection (not AIDS) between June 1, 2000 and December 31, 2004; the date HIV-name-based reporting began in NYS and the most recent complete year for which data is available, respectively. NYS has always been -- and remains -- an epicenter of the epidemic, particularly the HIV/AIDS epidemic among communities of color. The proportion of AIDS cases among persons of color is more than double the proportion of people of color in the state population.

Persons of color living with HIV/AIDS in NYS as a proportion of all AIDS cases are over-represented as compared to their proportion of the general population (77.3% vs. 32.2%) and within each of the two largest racial/ethnic groups (Blacks 43.9% vs. 15.9% and Hispanics 29.3% vs. 15.1%). Among the remaining groups the relationship is reversed: Asian and Pacific Islanders 0.7% vs. 6.5%; Native Americans/Alaskan Natives 0.1% vs. 0.3%; and "other race" and "persons of two or more races" 0.3% vs. 9.5%.

Women Living with HIV/AIDS

Of New York State's 31,360 women living with HIV/AIDS at Year End 2004 and for whom race/ethnicity was known, 86.9% were women from communities of color: Black 57.2%, Hispanic 29.0%, Asian and Pacific Islander < 1%, and Native American/Alaskan Native < 1%. White women composed the remaining 13.1%.

Women's Risk

Adult and adolescent women are primarily at risk of HIV infection through personal injection drug use and/or sexual contact with a male partner. Research has revealed, beginning in the late 1990s and continuing through this date, that co-infection of either

sexual partner with a STD (e.g., HSV – Herpes Simplex Virus) can increase the rate of HIV transmission dramatically [2]. Of serious concern, HSV-2, the most prevalent STD in the U.S. and worldwide, is particularly significant in communities of color. Recent prevalence data from NYC, show over 60% of African American women were infected with the virus (unpublished data). Several studies, including a meta-analysis by Freeman, et. al. show that HSV-2 doubles the risk for HIV transmission [3]. Women infected with chlamydia are up to five times more likely to become infected with HIV, if exposed [4]. Women are three times as likely as men to be diagnosed with Chlamydia, and the rate of reported chlamydia among black women (1,722) was more than 7.5 times that of white women (227). Additional studies suggest that having a gonorrhea infection makes an individual three to five times more likely to acquire HIV, if exposed [5]. While gonorrhea rates are decreasing, it is still the second most commonly reported infectious disease in the US, with highest rates in young women. African Americans remain the group most heavily affected by gonorrhea. In 2004, the rate per 100,000 population for blacks (630) was 19 times greater than for whites (33). American Indians/Alaska Natives had the second-highest gonorrhea rate in 2004 (118), followed by Hispanics (71), and Asians/Pacific Islanders [6].

While the pattern of communities of color being proportionally greater than that of whites continues in each risk category, there is variation in the degree to which communities of color predominate. For example, among IDU, women of color represent 83.9% as compared to white women at 16.1%. In other risk categories the differences are equal or greater: women of color, as compared to white women, respectively, are heterosexual at 85.5% vs. 14.5%; and no risk reported/no identified risk (NRR/NIR) at 90.2% vs. 9.8%.

Among women for whom risk is known, 40.0% injected drugs and 58.7% were infected through heterosexual contact. These proportions are particularly of concern as recent epidemiologic studies have indicated that, due to adoption of safer injection practices, most new infections among injectors, male and female, are most likely due to unprotected sexual contact [7].

Women who inject drugs are predominantly women of color (83.9%). By Race/Ethnicity the proportions are black women at 51.0%; Hispanic women at 32.6%, Asian and Pacific Islander women and Native American/Alaskan Native women each at less than 1%; and white women at 16.1% of all women injectors living with HIV/AIDS at year-end 2004.

Heterosexual contact has remained a risk for women of color as it has for all women in NYS, the US and globally. Again, the proportion of cases among women of color, as compared to all women living with HIV/AIDS, is high: 85.5%. black women represent 53.9%; Hispanic women are 30.7%, Asian and Pacific Islander women and Native American/Alaskan Native women are each less than 1%; and white women represent 14.5% of all women living with HIV/AIDS at Year End 2004 for whom risk was heterosexual contact.

No risk reported/No identified risk follows the same trend with women of color representing 90.2% of all NRR/NIR cases among women living with HIV/AIDS at year-end 2004.

Men Living With HIV/AIDS

In New York State there were 72,246 men living with HIV/AIDS at Year End 2004. Following the pattern typical in NYS, 72.0% of male PLWH/As are persons of color: Blacks at 51.2%, Hispanics at 31.4%, Asians and Pacific Islanders at 1.5%, and Native Americans/Alaskan Natives at less than 1%. White males represent 15.8% of all men living with HIV/AIDS.

While the pattern of communities of color being proportionally greater than that of whites continues to exist in each risk category, there is variation in the degree to which communities of color predominate. For example, among MSM, men of color represent 52.6% as compared to white men's 47.4%. In all other risk categories the differences are greater. Men of color as compared to white men, respectively, among IDUs are 85.4% vs. 14.6%; among MSM/IDUs are 74.1% vs. 25.9%; among heterosexuals are 87.2% vs. 12.8%, and among NRR/NIR males are 84.2% vs. 15.8%.

Men's Risk

Within each risk category, for male PLWH/A of color, a second pattern also exists. Black men account for the largest proportion, followed by Hispanic men, Asian and Pacific Islander men, and, finally, Native American/Alaskan Native men. Among men of color, blacks account for 50.4% of MSM, 52.1% of IDUs, 56.2% of MSM/IDU, and 63.2% of heterosexual PLWHA; Hispanics account for 46.5% of MSM, 47.6% of IDUs, 42.7% of MSM/IDU, and 34.9% of heterosexual PLWHA; Asians and Pacific Islanders account for 2.9% of MSM, 0.2% of IDUs, 0.9% of MSM/IDU, and 1.7% of heterosexual PLWHA; and Native Americans/Alaskan Natives account for 0.3% of MSM, 0.01% of IDUs, 0.3% of MSM/IDU, and 0.2% of heterosexual PLWHA.

There is considerable NRR/NIR in all racial/ethnic groups of male PLWH/As: For whites 15.8%, blacks 51.2%, Hispanics 31.4%, Asians/Pacific Islanders 1.5%, and 0.2% for Native Americans/Alaskan Natives.

Syphilis, like many other STDs, facilitates the spread of HIV, increasing transmission of the virus at least two- to five-fold [8]. In 2004, highest syphilis rates for both NYS and nationally was among men, with most infections occurring in men who have sex with men. As noted earlier, HSV-2 (herpes simplex virus) also significantly increases HIV acquisition risk.

Adolescents and Young Persons

Among the 105,500 PLWHA in NYS at year-end 2004, 6,416 or 6.1% are ages 13-24. The proportion of adolescents and young people among all persons residing in New

York City at time of diagnosis with HIV/AIDS vs. those in the remainder of NYS is, for 2004, approximately equal. The same is true for cases diagnosed during calendar year 2004.

Generally, adolescents and young people ages 13-24 are subdivided into two groups: those 13-19 and those 20-24. The latter group is approximately three times the number of those PLWH/A ages 13-19. Epidemiologically, these age groups are important in understanding of the epidemic as the younger individuals represent those infected very early in their personal sexual and drug-use careers and the older group represents the risk faced by young people moving into the adult portion of their lives.

Unfortunately, the most striking feature of this group is the racial/ethnic distribution. Looking at all young people ages 13-24 living with HIV/AIDS at year-end 2004, 81.8% are young persons of color. The proportion differs by gender: 79.2% of young males and 88.0% of young women are young people of color. Black and Hispanic young people represent the largest proportion at 48.2% and 32.5% respectively. Asian/Pacific Islander and Native American/Alaskan Native young people contribute less than 1% each to the total and white young people represent 17.0%.

In terms of risks from co-infection with STDs, current estimates are that 50% of sexually active youth will have contracted an STD by the age of 25 [9].

III. APPLICANT REQUIREMENTS AND PREFERENCES

III-A. Applicant Eligibility Requirements: Only not-for-profit 501(c)(3) health and human service organizations may apply. This may include community-based organizations, faith-based agencies, community health centers, or drug treatment programs.

Applications submitted on behalf of a consortium of providers designating one of the agencies as the lead applicant for the consortium will be accepted. The applicant must submit a Memorandum of Agreement (MOA) that clearly delineates the roles of the lead applicant and each co-applicant. The amount of funding requested cannot exceed the maximum award amount of \$300,000.

III-B. Applicant Preferences: Preference will be given to applicants that can demonstrate that they have a board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through the program proposed in this application (Attachment 7) and have a successful history meeting the health and human service needs of communities of color.

III-C. General Program Requirements:

- Agencies receiving grant funding should have or develop clearly defined and documented bi-directional referral agreements for specific services needed by the target population(s) identified in this RFA that are not available on-site. Funded programs are required to have or develop formal, active working relationships through letters of agreement, memoranda of understanding (MOUs) or sub-contractual arrangements with other local providers serving the target populations. Linkage agreements should be strong, appropriate, relevant to the application and up to date. The agreements should describe the applicant's current working relationship with the linkage organization related to serving the population targeted within the proposal. Letters of agreement, MOUs, or sub-contractual arrangements should include a mechanism for documenting outcomes of the referral process.
- Funded applicants will be expected to coordinate services with other HIV service providers, and participate in local planning groups such as their area Ryan White CARE Network.
- Funded applicants will be required to participate in data collection and reporting of interventions/services delivered. At a minimum, grant-funded agencies will be required to provide monthly narrative descriptions of the program's progress in relation to its objectives and submit statistical and fiscal reports. For statistical reports, funded agencies are expected to adhere to the AIDS Institute's reporting requirements and use the Uniform Reporting System (URS) software. For agencies that have not already implemented URS, the goal will be to implement URS within six months of the start date of the contract awarded under this RFA. Agencies that have already implemented URS must maintain data entry and reporting and adhere to the AIDS Institute data reporting requirements. Agencies funded to provide HIV counseling and testing services will be required to complete Counseling and Testing Scannable (CTS) forms or use URS for collecting and reporting data related to these activities. The AIDS Institute is in the process of converting URS to a format that will be compatible with CDC's Program Evaluation and Monitoring System (PEMS).
- Funded applicants will be expected to conduct evaluations as a required component of their project design. The purpose of evaluation is to monitor the implementation of activities, assess effectiveness in achieving programmatic goals and objectives and to identify methods to, on an ongoing basis, improve program and overall agency performance. At a minimum, all successful applicants will be required to develop and report on both process and outcome indicators for funded interventions and services. Agencies will also be expected to conduct and report on Knowledge, Attitudes, Beliefs and Behaviors (KABB) surveys as an integral component for demonstrating overall program effectiveness.

Process monitoring collects data describing the characteristics of population served, the services provided, and the resources used to deliver those services. It answers questions such as:

What services were delivered? What population was served? What resources were used?

Process evaluation collects data about how the intervention was delivered, differences between the intended population and the population served, and access to the intervention. It answers questions such as:

Was the intervention implemented as intended? Did the intervention reach the intended target audience? What barriers did clients experience in accessing the intervention?

Outcome monitoring tracks the completion of deliverables, program activities and client participation in interventions. It answers questions such as:

Did expected outcomes occur? (Measures goal achievement.)

IV. ADMINISTRATIVE REQUIREMENTS

IV-A. Issuing Agency:

The New York State Department of Health AIDS Institute issues this RFA. The Department is responsible for the requirements specified herein and for the evaluation of all applicants.

IV-B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Dina Williams
Bureau of Community Based Services
Division of HIV Prevention – AIDS Institute
Corning Tower Room 342
Albany, New York 12237
dmw01@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. **Written questions will be accepted until 5:00 PM on January 31, 2007.**

Questions of a technical nature can be addressed in writing or via telephone by calling Dina Williams at 518-486-1412. Questions are of a technical nature if they are limited to

how to prepare your application (e.g. formatting) rather than relating to the substance of the application.

Prospective applicants should note that all questions regarding clarification and exception, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of the application during the period specified in this document.

The RFA has been posted on the Department of Health's public website at <http://www.nyhealth.gov/funding>. Responses to all questions, including those raised at the applicant conference, official Applicant Conference minutes, and any updates/modifications to this RFA will be provided to all prospective applicants mailed a copy of this RFA, those who submitted written questions, and all participants at the Applicant Conference on or about February 8, 2007. In addition, responses to all questions and any updates/modifications to this RFA will also be posted on the Department of Health's website.

IV-C. Applicant Conferences and Letter of Interest:

- Applicants are encouraged, but not required, to attend the Applicant Conference. Failure to attend the Applicant Conference will not preclude the submission of an application.

New York City: January 30, 2007; 10 a.m. – 1 p.m.
Affinia Manhattan
31st & 7th Avenue

Albany: January 31, 2007; 10 a.m. – 1 p.m.
Empire State Plaza, Concourse
Meeting Room #1

- A letter of interest will not be used as part of the application process for this RFA.

IV-D. How to File an Application:

Applications **must be received** at the following address by 5:00 PM on March 7, 2007. **Late applications will not be accepted.** Applications WILL NOT be accepted via fax or e-mail.

Valerie J. White
Director, Administration and Contract Management
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 359
Albany, New York 12237

Applicants shall submit one (1) original unbound, signed application and 5 complete copies, including all attachments (with the exception of Attachment 1, which is provided for the applicant's information only). The original should be clearly identified and bear the signature of the Chairperson of the applicant's Board of Directors or his/her designee (Attachment 6).

Applications should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. No applications will be accepted via fax or email.

Applicants should pay special attention to Attachment 3, Application Checklist; to ensure that submission requirements have been met. Applicants should review this attachment *before* writing and *prior* to submitting the application.

It is the applicant's responsibility to see that applications are delivered prior to the date and time specified above.

IV-E. The NYS DOH Reserves the Right to:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller as appropriate.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate detailed specifications should no applications be received that meet all these requirements.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, DOH may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the State.

IV-F. Term of Contract:

Any contract resulting from this RFA will be effective only upon approval by Office of the State Comptroller.

Contracts will be awarded under this RFA for a 12-month term, with an anticipated start date on or about July 1, 2007. Awards may be renewed for up to four additional one-year periods based upon satisfactory performance and the availability of funds.

IV-G. Payment and Reporting Requirements:

1. The State (NYS Department of Health) may, at their discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed twenty five (25) percent.
2. The grant contractor shall submit monthly invoices and required reports of expenditures to the State's designated payment office. Information regarding the designated payment office will be provided to contractors during the contract negotiation phase.

Payment of such invoices by the State (NYS DOH) shall be made in accordance with Article XI-A of the New York State Finance Law.

3. The grant contractor shall submit, at a minimum, the following periodic reports:
 - Monthly narrative report of activities.
 - Monthly data report.

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

IV-H. Vendor Responsibility Questionnaire:

New York State Procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) f of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts. Additionally, the State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL.

The following factors are to be considered in making a responsibility determination:

- legal authority to do business in New York State;
- integrity;
- capacity - both organization and financial; and,
- previous performance.

Additional information concerning vendor responsibility may be found at the Office of the State Comptroller's (OSC) website:

<http://nyosc3.osc.state.ny.us/agencies/gbull/b221.htm>

Detailed interpretation of frequently asked questions regarding vendor responsibility may also be found at the OSC website:

<http://www.osc.state.ny.us/vendrep/faqs.htm>

Attachment 9 contains the "Vendor Responsibility Questionnaire" for use by all applicants other than municipalities or other local governments. The selected applicant will be required to complete the Vendor Responsibility Questionnaire if applicable to your organization. Awards will not be given to non-governmental applicants who do not complete the questionnaire.

IV-1. General Specifications:

1. By signing the "Application Form" signatories attest to their express authority to do so on behalf of their respective agencies.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default:
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department of Health as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department, acting on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.
 - c. If, in the judgment of the Department of Health, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department/HRI acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement. Such compensation shall not exceed the total cost incurred for the work that the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

IV-J. Appendices Included in DOH Grant Contracts:

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application:

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX A-2	Program Specific Clauses
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Program Workplan
APPENDIX E	Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1

- WC/DB-100, Affidavit for New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- C-105.2 -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26-3; OR
- SI-12 -- Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 -- Certificate of Participation in Workers' Compensation Group Self-Insurance.

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

- WC/DB-100, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- DB-120.1 -- Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance; OR
- DB-155 -- Certificate of Disability Benefits Self-Insurance.

NOTE. Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contact process should your agency receive an award.

V. SCOPE OF PROGRAM SERVICES AND INTERVENTIONS

NOTE: Applicants do not have to have all the interventions/activities described within this section. Applicants may use a combination of interventions/activities to achieve the goals of the proposed program model/design.

HIV Prevention and Support Services for Communities of Color

Outreach: activities that are proven to be effective in reaching those individuals within the target population who are HIV-infected and are not currently engaged in care, those most at risk for HIV, and those who do not yet know their HIV status in order to promote participation in program interventions/services and facilitate access to HIV counseling and testing and STD screening. Outreach activities funded through this application may include:

- Client recruitment activities that directly assist clients with overcoming barriers to acquisition of HIV and related services, especially those that utilize strategies that would help meet the specific needs of traditionally underserved populations such as women of color with children;
- Activities that directly engage individuals and incorporate health education and risk reduction messages and facilitate direct access and verifiable connection to and participation in services such as HIV counseling and testing, STD screening, risk/harm reduction counseling, harm reduction/syringe exchange/access services, primary health care, mental health services, substance use treatment, case management, legal services, entitlements, housing assistance, and social/behavioral science-based interventions that support behavior change. Access to housing is of particular concern since without stable housing, clients may not be able to engage in other activities related to prevention, care or support;
- Community-based activities targeted to places where individuals at highest risk congregate, including provision of educational materials and safer sex supplies;
- Activities tailored to HIV positive and high risk individuals from the target population(s) to facilitate access to HIV prevention interventions; and
- Activities targeted to traditionally underserved populations requiring specific culturally appropriate approaches (e.g., deaf/hard of hearing, Native American, Asian/Pacific Islander, and transgender populations).

Prevention Interventions and Activities: structured interventions and activities that are proven to be effective and use a science/evidence-based model(s) and risk reduction strategies, including a skills-building component, and support long-term behavior change, for individuals within the target population who are living with HIV and/or at risk for HIV infection. These interventions are often delivered by peers or with

the assistance of peers. Applicants may use a peer model to implement the program model chosen and deliver the interventions/activities. Prevention interventions supported with this funding may include:

- Group/individual level interventions that are behavioral science/evidence-based and assist individuals with assessing personal risk and developing a risk reduction plan that addresses the unique needs of the individual (for instance: Diffusing Effective HIV Behavioral Interventions or “DEBIs” and those included in the Centers for Disease Control and Prevention’s “Compendium of Effective HIV Prevention Interventions with Evidence of Effectiveness” see <http://www.effectiveinterventions.org> and <http://www.cdc.gov/hiv/pubs>);
- Group/individual level interventions that include single-session or multi-session structured activities to provide individuals with a wide range of skills-building activities, information, education and support;
- Group/individual/community level interventions that are specifically designed to meet the needs of persons not often addressed or by other programs due to cultural or language barriers (e.g., deaf/hard of hearing, Native American, Asian/Pacific Islander and transgender populations);
- Group/individual interventions that offer skills building services for HIV-infected individuals related to the disclosure of their serostatus to families, friends and to past, present and future partners; seeking partner notification assistance services; and practicing safer behaviors;
- Group/individual interventions that offer skills building services for women that address the specific health, mental health, parenting, communication, legal, and partner issues of the persons to be served;
- Group/individual interventions that incorporate elements related to building self-esteem and a positive self image;
- Group/individual interventions that include information on STDs, and the importance of STD screening and prevention as an HIV prevention strategy;
- Group/individual interventions that include elements related to addressing stigma and discrimination as it relates to HIV/AIDS;
- Group risk reduction counseling that addresses participant HIV prevention needs and utilizes skills building to discuss barriers to safer behaviors and assists participants in the development of strategies to address and overcome those barriers;
- Health communication and public information interventions (e.g., presentations, media campaigns, newsletters, magazines) that deliver HIV/STD prevention messages, address the prevention needs of HIV-infected individuals and promote HIV-related programs and community events to increase awareness, build general support for safer behaviors, decrease stigma/discrimination, and support personal risk reduction efforts;
- Community level interventions (e.g., World AIDS Day events, National HIV Testing Day, national awareness days, and other community events) that influence norms, attitudes and practices in support of reducing risky behaviors;
- Interventions that take into account cultural values/factors, language and social norms of a targeted individuals and populations;

- Condom and other harm reduction supplies distribution which is targeted to the population to be served (exclusive of syringes);
- Syringe access (must be currently registered under the Expanded Syringe Access Program [ESAP] for syringe provision or be an approved syringe exchange program);
- Interventions described above adapted for the migrant community;
- HIV counseling and testing, STD screening, Hepatitis A, B, and C education/screening/referrals for vaccination and/or treatment with demonstrated linkage to partner counseling and care for infected individuals;
- Opioid overdose prevention education including the administration of Naloxone (applicant must be currently registered under the Opioid Overdose Prevention Program/New York State Department of Health) and;
- Interventions and activities noted above that are offered during the evening or on weekends and that otherwise accommodate the special needs of women, including women with children.

Supportive Services: activities that are proven to be effective and designed to provide support to persons who are HIV-infected and/or at risk for HIV infection as well as supportive services for peer educators. Supportive services to be provided with this funding may include:

- Group/individual interventions that deal with healing of psychological wounds inflicted by trauma and address issues such as Post Traumatic Stress Disorder (PTSD);
- Emotional support to HIV-infected/affected individuals to assist them in developing strategies for living and/or coping with HIV;
- Risk reduction counseling to HIV-infected individuals in support of HIV prevention goals and behavior change strategies (e.g., prevention with HIV-infected individuals);
- Support groups, with a pre-determined agenda, facilitated by staff and/or trained peer, the purpose of which may be to provide emotional support, encourage treatment adherence, HIV disclosure and partner referral (e.g., role plays in small groups to help inmates develop and practice strategies) and negotiation of safer behaviors;
- Provision of proactive support to targeted individuals such as program models that utilize peer mentors who are individuals that have successfully integrated positive health behavior changes in their lives and have the greatest commonalities with the population served;
- Coordination of conveyance services (taxi/bus/car) such as peer/escort services to assist targeted individuals and ensure access to needed health and human service appointments;
- Interventions aimed at providing peers with ongoing support and training;
- Print media, such as magazines or newsletters, that provide marginalized HIV-infected persons with access to up-to-date information on available treatment and support strategies; and

- Assistance provided to clients in navigating the service delivery system.

Case Management: promotes and supports independence and self-sufficiency. The case management process requires the consent and active participation of the client in decision-making, and supports a client's right to privacy, confidentiality, self-determination, dignity and respect, nondiscrimination, compassionate non-judgmental care, a culturally competent provider, and quality case management services. The intended outcomes of HIV/AIDS case management for persons living with HIV/AIDS includes:

- Early access to and maintenance of comprehensive health care and social services;
- Improved integration of services provided across a variety of settings;
- Enhanced continuity of care;
- Prevention of disease transmission and delay of HIV progression;
- Increased knowledge of HIV disease;
- Greater participation in and optimal use of the health and social service system;
- Reinforcement of positive health behaviors;
- Personal empowerment; and
- Improved quality of life.

Services supported through this funding may include:

- Negotiation and advocacy for services;
- Consultation with providers;
- Navigation through the service system;
- Psycho-social support;
- Supportive counseling, and
- General client education.

Note: Though this RFA is mainly intended to support prevention services, in some very specific, very limited instances funding case management will be considered. Applicants should provide a compelling argument for the provision of case management services and why other funding sources such as Medicaid are not available.

Peer Delivered Services: applications proposing a peer-delivered program model should include within their proposal a plan to address peer recruitment and retention, and initial and ongoing training/supervision. Such services include:

- A clearly defined plan which describes the role of peers and how they will be utilized (e.g., interventions and services provided, work scope, settings);
- Recruitment of peers, including an application process, interview, written job duties and orientation to the program;
- Opportunities for peers to provide input into program design, planning and evaluation;

- Initial training of peers to prepare them to fulfill their duties (e.g., orientation, intense training);
- Ongoing training, technical assistance and support to enhance and expand the peer knowledge and skill sets;
- Direct supervision of peer activities;
- Ongoing and regular evaluation of peer activities; and
- Monetary support to cover expenses and/or incentives to be provided (e.g., food, transportation, child care). See information below on peer stipend programs for HIV-infected persons.

Administrative Costs:

Where appropriate, funding may also support a fair portion of the overall organizational structure to the extent that it allows the funded applicant to implement program activities. This includes funding for administrative and fiscal staff, supervisors and support personnel, and other than personal service costs such as a portion of space, supplies, telephone, and other expenses associated with program implementation. Agencies without a federally approved rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved rate greater than or equal to 20% may request up to 20%; agencies with a federally approved rate of less than 20% may request their approved rate.

VI. COMPLETING THE APPLICATION:

VI-A. Applicant Content and Format

Applicants should complete all sections outlined below. **Applications should not exceed 15 double spaced pages** (not including the program summary, budget pages and attachments), **be numbered consecutively (including attachments) be typed using a 12-point font, and have one-inch margins on all sides.** Failure to follow these guidelines may result in a deduction of up to 5 points.

Please respond to each of the sections/parts of the application. Be complete and specific when responding. Number/letter the narrative response to correspond to each element/part in the order presented. **Do not leave anything blank.** If appropriate, indicate if the section/part is not relevant to the organization or application.

Please remember to refer to: Information for Applicants, Scope of Program Services and Interventions, and Program Requirements when developing this application. In addition, please refer to the Service Definitions provided in this RFA when designing your proposed program. Applicants should also refer to specific program guidelines and preference factors. The review team will base its scoring on the maximum points indicated for each section.

A form is provided to serve as the cover page for the application (Attachment 2). This

Cover Page will not count toward the page limit.

A. Program Summary (maximum two pages, not counted in page total)

Not Scored

Summarize the proposed program, linking in the summary the needs of the target population and how the needs were assessed, the process for selecting the proposed intervention(s), the nature of the proposed intervention(s), the theory/scientific basis for the proposed intervention(s), the times and places services will be offered, the number of persons reached and the number that will complete each intervention, and the specific anticipated outcomes and how outcomes will be assessed. An additional page, not counted in the page total, can be a logic model of the proposed program.

B. Agency Capacity (maximum 2 pages)

Maximum Score: 10 points

1. Describe your agency, its overall mission, services provided and location of services. Highlight services provided to the target population(s) specified within this application.
2. Describe your agency's board composition and current staffing. Preference will be given to applicants that can demonstrate that they have a board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through the program proposed in this application and have a successful history meeting the health and human service needs of communities of color.
3. Describe the demographic and behavioral characteristics of the population(s) served by your agency including information such as age, gender, racial and ethnic background; socioeconomic status and HIV risk behaviors.
4. Describe your agency's administrative capacity including fiscal management, information systems, board involvement, and organizational structure. Provide a current organizational chart of your agency that includes a clear representation of the proposed program (not counted in the page total). The organizational chart should clearly indicate the relationship of staff to each other and to program activities and how the proposed program relates to current agency programs/interventions.
5. Describe your agency's capacity for collecting and reporting client-level data through computer-based applications.

C. Agency Experience (maximum 2 pages)

Maximum Score: 12 points

1. Provide information that demonstrates the success of your agency in providing services to the target population and in developing and implementing programs.
2. Describe the applicant organization's history in conducting HIV programs and services in general and specifically in providing services for the population you are proposing to target in this application. Include any experience of integration of STD prevention or screening into past HIV programmatic activities.
3. Describe how HIV-related prevention and support needs are addressed in existing services with particular attention to the target population in this application.
 - (a) Indicate activities/services and length of time services have been provided. Include information on the number and characteristics of HIV-infected and at-risk individuals served and the type and quantity of services provided.
 - (b) Briefly explain how your agency's existing HIV-related activities/services have been integrated with other programs and services within the applicant organization. Applicants currently funded through the NYSDOH and/or other granting agencies should include information on activities funded through existing contracts.
4. Describe your agency's experience in incorporating input from the target population into program design and service delivery.
 - (a) Indicate how individuals from the population targeted in the application were involved in the planning and implementation of existing and proposed program(s).
 - (b) Describe how the ongoing involvement of consumers in an advisory capacity will be maintained/solicited.
5. Describe your agency's experience providing culturally competent services to diverse populations. Include past/current methods for delivering culturally appropriate interventions and services, which demonstrate an understanding of social and cultural norms of the target population(s).
6. Describe your agency's history collaborating and coordinating with other community-based agencies that traditionally serve diverse communities.

D. Need Statement (maximum 2 pages)

Maximum Score: 8 points

1. Describe the setting(s) and population(s) to be served, including demographics, HIV risk behaviors and STD rates in the population. Include pertinent statistics that demonstrate the local impact of the HIV epidemic on the target population(s).
2. Indicate the process used to identify needs/gaps in services for the target populations specified in this application. Briefly indicate interventions proposed and how they will address identified needs/gaps. Reference, as appropriate, documents and reports utilized to formulate the need statement.
3. Explain existing HIV-related programs in the identified region, which provide similar interventions and services. Indicate how the proposed program will enhance, without duplicating, current interventions and services provided to the population(s) to be reached. Describe how services will be coordinated with other providers to maximize benefits to the target population and/or subpopulations.
4. Indicate to what extent representatives from the target population were involved in the applicant's process to identify needs and develop interventions identified in this RFA (i.e., consumer surveys and/or forums).

E. Program Design (maximum 7 pages)

Maximum Score: 40 points

1. Describe the design and structure of the proposed program.

You should note the following in developing the Program Design:

- (a) Program goal/objectives and related outcomes. Justification for the selection of interventions and activities/services proposed including the conceptual model for intervention evidenced through documented success or research literature. Explain how activities are designed to achieve the proposed outcomes.
- (b) Specific activities/services to be funded under proposed interventions. Describe how these activities/services will fit into a comprehensive prevention and/or supportive service model.
- (c) Strategies for engaging, recruiting and retaining program participants.
- (d) Describe the methods of activity/service delivery (e.g., peer delivered, venue based, mobile unit) If program design includes peer-delivered services, describe the structure of the proposed peer program and peer delivered services including number of peers; selection criteria/peer characteristics; protocol for recruitment and retention; monetary compensation for incurred expenses and/or use of incentives; initial training, ongoing training and support; supervision and evaluation; and process for including peer input into ongoing program development activities.

- (e) Anticipated program outcomes, including projected number of activities and individuals to be served/reached; projected work plan for program deliverables (Attachment 5).
2. Locations/settings and time periods in which the services will be delivered.
 3. Staffing for the program and qualifications, role and responsibilities of each position.
 4. Staff support, initial and ongoing, training and supervision that will be available to ensure consistent quality services and adherence to all program requirements. Include strategies for recruitment and retention of program staff.
 5. Staff responsible for the development and management of the program and related qualifications and experience.
 6. Cultural competency and language appropriateness activities, including age and developmentally appropriate services to be provided for all target populations identified within this application.
 7. Coordination with other community based agencies and health/human service providers. Include coordination with agencies and providers offering STD screening and treatment.

F. Evaluation (maximum 2 pages)

Maximum Score: 10 points

Provide a description of how your agency will monitor the implementation and effectiveness of the proposed interventions/services. As appropriate, strategies should include:

- Process evaluation that compares measurable work plan projections with performance data/information and focuses on the characteristics of the program and the target population(s);
- Outcome monitoring activities that assess the effectiveness of the intervention in producing the desired beliefs, skills and behavioral outcomes in the target population(s) (e.g., KABB surveys); and
- Outcome evaluation activities that gauge client satisfaction with services and programs; and mechanisms for measuring success related to linking persons with other prevention and care providers.

- (a) Indicate who will be responsible for monitoring and evaluating the proposed program/interventions. Include staff experience using the URS data system for these purposes.

- (b) Describe how your agency plans to use monitoring and evaluation data to strengthen the proposed HIV prevention program

G. Budget (not counted in page total)

Maximum Score: 20 points

Complete the attached budget forms, including a brief narrative justification of each item on the page provided (Attachment 4). Please assume a 12-month budget. The budget request should relate directly to the activities described in the application. The amount of funding requested should be reasonable with respect to proposed services, and the proposed program should be cost effective.

Funding may also support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities. This includes funding for administrative and fiscal staff, supervisors and support personnel, and other than personal service costs such as a share of space, supplies, telephone, and other expenses associated with program implementation and service delivery. Agencies without a federally approved rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved rate greater than or equal to 20% may request up to 20%; agencies with a federally approved rate of less than 20% may request their approved rate.

The budget pages and justification will not be counted toward the page limit.

VI-B. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each section. A panel convened by the AIDS Institute will conduct a one-level review of applications from eligible applicants. An attempt will be made to ensure a reasonable distribution of services funded relative to geography and target population. The application(s) with the highest acceptable score within each region will receive the award(s). In the event that an adequate number of applications do not meet an acceptable scoring threshold, the AIDS Institute reserves the option of funding the next highest scoring applicant in the region contingent upon modifications to the application as agreed upon by the AIDS Institute and the applicant, or redirecting funding to the next highest scoring application in another region.

It is anticipated that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall in one of three categories: 1) not approved, 2) approved but not funded, 3) approved and funded.

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

1. The size of the region or population to be reached,
2. The relative intensity of activities to be conducted,
3. The potential impact to reduce HIV infection,
4. The availability of other resources for HIV services
5. Clarity of the application,
6. Responsiveness to the RFA,
7. Applicant agency's capacity,
8. Applicant agency's experience,
9. Applicant agency's past performance,
10. Demonstration of need for the proposed services,
11. The appropriateness and comprehensiveness of the program design,
12. The appropriateness of program evaluation strategies, and
13. Justification for costs included in the budget.

A visit to an applicant's service site may be appropriate in cases in which the agency and its facilities are not familiar to the AIDS Institute. The purpose of such a visit would be to verify that the agency has appropriate facilities to carry out the work plan described in its application for funding. In cases in which two or more applicants for funding are judged, on the basis of their written proposals, to be equal in quality, such applicants may be invited to meet with appropriate AIDS Institute staff. Such meetings, to be conducted in a fashion comparable to employment interviews, are for the purpose of helping to distinguish between or among the applicants based on their responses to structured questions.

Following the awarding of grants from this RFA, applicants may request a debriefing from the NYS Department of Health AIDS Institute. This debriefing will be limited to the positive and negative aspects of the subject application only and must occur within three months from the contract award date.

VII. SERVICE DEFINITIONS

The following definitions are provided as a guide to the required activities identified within this Request for Application.

Behavioral-Based Prevention Interventions

The goal of behavioral sciences in HIV risk reduction interventions is to integrate behavior change theories into public health practice to minimize transmission. Sound HIV prevention interventions have been grounded in several overarching behavioral science models, such as:

The Theory of Reasoned Action maintains that, for behavioral change to occur, there must be an intention to change. Intentions are influenced by attitudes toward the behavior and what the social norms are for the behavior. Intentions are influenced by two major factors:

-The person's attitudes towards this behavior: his/her beliefs about the consequences of the behavior. For example, a young woman who thinks that using contraception will have positive outcomes for her will have positive attitudes towards contraception use;

-The person's subjective normative beliefs about what others think he/she should do and whether important referent individuals approve or disapprove of the behavior. For example, a young man whose male friends engage in sexual relations with multiple partners may accept that behavior more easily.

The Social Cognitive Theory maintains that behavior changes are dynamic and influenced by personal and environmental factors. People learn new behaviors:

-Through direct experience or indirectly, by observing and modeling of others with whom the person identifies (for example, how young people see their peers behaving).

-Through training in skills that lead to confidence in being able to carry out a particular behavior. This specific condition is called self-efficacy, which includes the ability to overcome any barriers to performing the behavior. For example, practicing correct condom use in a condom demonstration is an important activity leading to self-confidence when talking about safer sex methods with a partner. In the context of peer education it means that the inclusion of interactive experimental learning activities are extremely important, and peer educators may act as important role models.

The Stages of Change Model (Transtheoretical Model) maintains that behavior change occurs in stages and that movement through the stages varies from person to person. It uses the stages of change from across major theories of intervention, hence its name: transtheoretical. This model is a preferred design for assessing and targeting the behavior of an individual rather than a group, since people may be at enormously varying places with respect to their attitudes, behavioral experience and intentions. These are the six stages through which a person may go in the process of changing a behavior:

- 1) Pre-contemplation - no intention to change behavior; not aware of risk.
- 2) Contemplation - recognizes behavior puts them at risk and is thinking about changing their behavior, but not committed to the behavior change.
- 3) Preparation - the person intends to change the behavior sometime soon and is actively preparing.
- 4) Action - person has changed risky behavior recently (within the past six months).
- 5) Maintenance - person has maintained behavior change for a period longer than six months.
- 6) Termination - individuals are presumed to have no intention to relapse and possess a complete sense of self-efficacy concerning their ability to maintain healthy behavior.

The IMBR (Information, Motivation, Behavioral Skills and Resources) Model addresses health-related behavior in a comprehensive, clear manner applicable across many cultures. It uses the information (the what), motivation (the why), behavioral skills (the how) and resources (the where, when and whom) to target risky behaviors.

As an example, if a person knows that proper use of condoms may prevent the spread of HIV, s/he might still need to be motivated to use them, need the skills involved in using them correctly, and need to know where, when and from whom to acquire them.

Behavioral theory posits that by understanding the process of change, interventions can be designed that target specific behaviors, change the behaviors that lead to HIV infection, and assist in maintenance of protective behaviors once they are adopted. Theory-based HIV risk reduction interventions are considered the most promising because they have been the most rigorously evaluated (for instance, those included in the Centers for Disease Control and Prevention's "Compendium of Effective HIV Prevention Interventions with Evidence of Effectiveness" see <http://www.cdc.gov/hiv/pubs>).

Capacity Building

Capacity building refers to providing technical assistance to an agency serving high-risk individuals in order to develop that agency's capability to directly provide HIV prevention services for their consumers. This would include, but not be limited to, enabling those agencies to provide in-reach, outreach, behavior change interventions and/or HIV counseling and testing.

Case Management

Case management is a formal and systematic multi-step process designed to assess the needs of a client to ensure access to needed services. The steps of a case management process include the following: intake, assessment, service plan development and implementation, ongoing monitoring and evaluation, reassessment and service plan update, exit planning/case discontinuation. See <http://www.health.state.ny.us/diseases/aids/standards/casemanagement>

Client Recruitment

Client recruitment includes strategies developed by a service organization to engage members of the target population in care and other services. These strategies promote awareness of the agency's program through outreach, in-reach, referral agreements with other agencies serving the target population in the community, and social marketing (i.e., advertising, brochures, palm cards, web-sites, hotlines, etc.)

Communities of Color, Populations of Color, Persons of Color

Communities of color refers to categories of race/ethnicity, other than White/Non-Hispanic, used in the 2000 Census: Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander.

Since the earliest years of the HIV epidemic in New York State, persons of color have been disproportionately affected by HIV/AIDS.

Community Level Interventions (CLIs)

CLIs are intended to generate interest in and commitment to HIV/AIDS-related matters in the community. They encourage individuals and community organizations to increase community support of the behaviors known to reduce the risk for HIV transmission. These interventions reduce risky behaviors by changing attitudes, norms and practices. Activities include community mobilization, social marketing campaigns, community-wide events and policy interventions.

Comprehensive Risk Counseling and Services (CRCS)- (Formerly known as Prevention Case Management)

CRCS is intensive, individualized client centered counseling for adopting and maintaining HIV risk-reduction behaviors for HIV infected and high risk uninfected persons. The fundamental goal is to promote the adoption of HIV risk reduction behaviors by clients with multiple, complex problems and needs. It is a hybrid of HIV risk reduction counseling and traditional case management and provides intensive, ongoing and individualized prevention counseling, support, and service coordination.

Cultural Competency

"Providing culturally competent services means that clients perceive services as relevant to their problems, helpful in achieving the desired outcomes and comfortable."¹ Culture and language have considerable impact on how clients access and respond to health and human services. Providing culturally competent HIV/AIDS services requires:

- Ensuring access to adequate financial, administrative and programmatic resources for competent, organized, indigenous efforts of the communities themselves to solve their problems;
- Understanding and addressing the impact of racism, discrimination, and poverty on the consumer's life experience and ability to obtain needed services and valuing the expertise of those who share the cultural realities and values of the consumer;
- Adapting services to differences in family structures, expectations, preferences, help-seeking behavior, world views and class backgrounds;
- Providing ongoing cultural competence training for providers, in areas such as cultural identity development, dynamics of difference, culturally specific interventions, etc. and avoiding the tendency to superficial approaches which define cultural competence purely on the basis of skin color, ethnic origin, and/or religious belief of the provider.

Competence implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors and needs presented by consumers and their communities.

¹ Excerpted from The Time to Act is Now!, on the We The People's web site (<http://www.peoplewithaids.org>):

Diffusion of Effective Behavioral Interventions Project (DEBI)

The DEBI project is a national-level strategy to provide high-quality training and ongoing technical assistance on selected evidence based HIV/STD/Viral Hepatitis prevention intervention to state and community HIV/STD program staff. For additional information visit www.effectiveinterventions.org

Evaluation

Evaluation is finding the value or determining the effectiveness and worth of something. Evaluations serve different purposes and call for different strategies at various stages of the life of a program. In the program planning stages, evaluations focus on assessing the extent and severity of problems requiring interventions and on designing programs to ameliorate them. For ongoing and new programs, evaluations help to determine the degree to which programs are effective -- that is, how successful they are in providing their intended target populations with the resources, services and benefits envisioned by their funders and designers.

Health Communication/Public Information (HC/PI)

HC/PI is the delivery of HIV/AIDS prevention messages and/or promotion of HIV-related activities through one or more media to target audiences. The purpose is to increase awareness, build general support for safe behaviors, support personal risk reduction efforts, and/or provide individuals with general information about programs and available services.

Health Education/Risk Reduction (HE/RR)

Provision of information and distribution of materials to raise awareness about personal risk and educate individuals at risk/HIV-infected about methods to reduce the spread of HIV.

HIV Counseling Testing and Referral and Partner Notification Assistance Services

This is the process for conducting a test to identify the presence of HIV antibodies and to link those individuals found to be infected into care, while providing a public health intervention. This process must be conducted in accordance with the NYSDOH 2005 HIV Counseling and Testing Guidance and Public Health Law that pertain to confidentiality and HIV testing. Specific activities to provide these services include new approaches to test clients who may not be aware of their status, and/or high-risk populations; counseling models that are tailored to both client and setting; and new rapid testing technology. For clients identified as HIV-infected, there must be education and assistance with partner notification, as well as care and treatment options. Newly infected clients must be supported to report and notify their partners of possible exposure to HIV. Utilization of State (PNAP) and New York City (CNAP) is encouraged. For HIV-infected clients, referrals to medical, social, prevention and supportive services are necessary, and there must be mechanisms in place to confirm those services. For HIV-negative persons, referrals for STD screening, supportive services, and HIV prevention interventions may be appropriate as well.

Interventions Delivered to Groups (IDGs) – (Formerly known as Group Level Interventions)

IDGs are health education and risk reduction interventions provided to groups of varying sizes. IDGs are designed to assist clients with planning, achieving and maintaining behavior change using a science-based model (e.g., cognitive model and health belief model). IDGs use models that provide a wide range of skills-building activities, information, education and support, delivered in a group setting.

Interventions Delivered to Individuals (IDIs) – (Formerly known as Individual Level Interventions)

IDIs are health education and risk reduction counseling services provided to one individual at a time. IDIs involve assessing client risk and readiness for change. IDIs assist clients in making plans for individual behavior change and ongoing appraisals of their own behavior. Interventions include a skills-building component and also facilitate linkages to service in both clinic and community settings in support of behaviors and practices that prevent the transmission of HIV.

In-reach

In-reach is an educational activity through which an agency provides HIV prevention information and promotes HIV program services to its own staff and to clients participating in agency services and programs. For example, in-reach activities could be conducted in waiting areas and/or during the client intake process. In addition, in-reach activities include the integration of information of HIV-related services into other agency programs such as drug treatment, mental health, and prenatal care.

Outreach

Outreach is a planned HIV/AIDS activity and is often the first point of contact with an individual or a group. It has specific objectives and methods for reaching populations at highest risk. Outreach activities are conducted face to face with high-risk individuals in the neighborhoods or areas where they typically congregate. Activities must be culturally and linguistically appropriate and address the needs of the target population(s). Outreach may also include regularly scheduled events that provide consistent support and guidance for at-risk individuals. In addition, outreach activities include case finding, program promotion and activities that facilitate access to individuals most at risk, those who are HIV-infected and not currently engaged in care, and those who do not yet know their HIV status.

Partner Notification Assistance Counseling and Skills Building

Partner notification assistance is the process of educating HIV-infected clients about the importance of and their responsibilities for informing past and present sexual and needle-sharing partners of their exposure to HIV. It also involves discussing with infected individuals the different options available for partner notification. Skills' building includes assisting in developing notification skills to enable the client to self-notify partners. The development of notification skills can be accomplished through coaching, role playing/modeling, and other relevant skills-building activities and techniques, as well as through discussions of how to handle potentially problematic situations, which

may develop during notification. Multiple sessions may be needed before clients are comfortable with the notification process. Public health staff is available through the PartNer Assistance Program (PNAP) in all areas outside of NYC and the Contact Notification Assistance Program (CNAP) in NYC to provide partner assistance counseling and referral services.

Peer Delivered Services

A peer is an individual who has the same or similar characteristics, background, and life experiences as those of the population being served. The greater the number of commonalities that the peer has with the target audience, the easier it may be for the peer to be accepted by members of the community and to establish meaningful bonds with group members that are conducive to the exchange of information and ideas. The peer model has proven to be extremely successful in building the trust and bonding necessary for individuals to look carefully at their behaviors and successfully make behavior change.

Peers should be recruited from the communities to be served and be provided with comprehensive training designed to assist them in performing the required duties of their job. The peer educator/counselor is expected to conduct outreach to the target population, engage members of the target group in receiving the services of the agency/organization, provide HIV/AIDS education to individuals or groups, answer questions, present facts, identify resources for people who want more information, and provide guidance and support to those making choices about personal behavior to reduce the risk of HIV infection to themselves and others.

Peer training should provide peers with the facts and skills necessary to teach and counsel others about HIV infection and AIDS. Training programs should use a variety of exercises and activities designed to stimulate learning and increase the peers' knowledge and understanding of HIV and AIDS.

Prevention Services with Persons Infected with HIV/AIDS

Prevention services with persons with HIV/AIDS are designed to change behavior in order to reduce risks to others and further risks to themselves. These services are client-centered and based in behavioral science. They include assistance to clients in developing the skills needed to reduce or eliminate high-risk behaviors and sustain behavior change. Consumers are linked to services that support efforts to prevent further transmission.

Referral

The act of directing a person to a service through face-to-face contact, telephone, written or any other type of communication. Referral activities may occur formally through a memorandum of understanding (MOU) or informally.

Resource Enhancement

Resource enhancement is the securing of monetary and non-monetary contributions for securing additional funds for the agency. Secured funds may be restricted or

unrestricted depending on the funding source. Examples include: grant funding, donations (private), third party reimbursement, and in-kind contributions.

STD screening

Screening for selected STDs, often offered in conjunction with HIV testing. Given the increased risk of HIV transmission with STD co-infection, identification and treatment of STDs is a key HIV prevention strategy. Examples include use of urine tests (for gonorrhea, Chlamydia) in outreach venues, incorporation of syphilis and herpes simplex virus (HSV-2) antibody testing along with HIV testing in bathhouses and sex venues, etc. It may also involve referral to collaborating agencies for follow-up and treatment.

Supportive Services

Supportive services are those that enhance a client's ability to access prevention, health and social services. Examples of supportive service include: transportation, housing, child-care, support groups and counseling services. Access to housing is of particular concern since without stable housing, clients may not be able to engage in other activities related to prevention, care or support. These services should ideally be offered to a client in conjunction with case management geared toward assisting the client in obtaining needed medical and social services. Emergency cash for necessities such as groceries and toiletries may also be included depending on the funding source.

VIII. REFERENCES AND RESOURCES

- [1] CDC. Twenty-five Years of HIV/AIDS --- United States, 1981-2006. MMWR 2006;55(21);585-589.
- [2] Corey L, Wald A, et al., The effects of herpes simplex virus-2 in HIV-1 acquisition and Transmission: a review of two overlapping epidemics. Journal of Acquired Immune Deficiency Syndrome, 2004 April 15;35(5):435-45.
- [3] Freeman, EE et. Al. Herpes simplex virus 2 infection increases HIV acquisition in men and women: systematic review and meta-analysis of longitudinal studies; AIDS 2006;20:73-83.
- [4] 4 CDC. Press Release: New CDC treatment guidelines critical to preventing consequences of sexually transmitted diseases. May 9, 2002. Available at: www.cdc.gov/od/oc/media/pressrel/fs020509.htm.
- [5] Fleming DT and Wasserheit JN. From epidemiological synergy to public health policy and practice: the contribution of other sexually transmitted diseases to sexual transmission of HIV infection. *Sexually Transmitted Infections* 1999;75:3-17.
- [6] CDC. Trends in Reportable Sexually Transmitted Diseases in the United States, 2004 <http://www.cdc.gov/std/stats/trends2004.htm>

[7] Strathdee SA et al., "Sex differences in risk factors for HIV seroconversion among injection drug users" *Archives of Internal Medicine* 161:1281-1288, 2001.

- and -

Mathias R, "High-risk sex is main factor in HIV infection for men and women who inject drugs" *Research Findings, NIDA Notes, National Institutes of Drug Abuse, Vol 17, No 2, May 2002.*

[8] CDC. HIV Prevention Through Early Detection and Treatment of Other Sexually Transmitted Diseases — United States Recommendations of the Advisory Committee for HIV and STD Prevention. *Morbidity and Mortality Weekly Report* 1998; 47(RR-12):1-24.

[9] American Social Health Association. *State of the Nation 2005: Challenges Facing STD Prevention in Youth.* Research Triangle Park, NC:ASHA, 2005.

ATTACHMENTS

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the

AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

II. Payment and Reporting

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

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as

possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$10,000, 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 is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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.

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 (2NYCRR 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) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 section. 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 Governor's Office 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 State Finance Law §165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL.

In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A-1
(REV 11/06)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the

United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000

and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service

being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan.

- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
WC/DB -101, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
14. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2

STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

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

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

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

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

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

6. The CONTRACTOR agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management, and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health's HIV Primary Care Medicaid Program. If eligible, CONTRACTOR agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in the Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder). The CONTRACTOR further certifies that any and all revenue earned during the term of the Agreement as a result of the services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the CONTRACTOR for reimbursement. The CONTRACTOR shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of the State.

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

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

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

10. The CONTRACTOR agrees not to enter into any agreements with third party organizations for the performance of its obligations, in whole or in part, under this AGREEMENT without the STATE's prior written approval of such third parties and the scope of work to be performed by them. The subcontract itself does not require the STATE's approval. The STATE's approval of the scope of work and the subcontractor does not relieve the CONTRACTOR of its obligation to perform fully under this contract.

11. All such subcontracts shall contain provisions specifying:

(1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and

(2) that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

12. The CONTRACTOR agrees that it shall coordinate the activities being funded pursuant to this workplan with other organizations providing HIV-related services within its service area including, but not limited to, community service providers, community based organizations, HIV Special Needs Plans and other agencies providing primary health care to assure the non-duplication of effort being conducted, and shall develop linkages with these providers in order to effectively coordinate and deliver services to the targeted population. As part of its reporting requirements, the contractor will in accordance with the workplan Appendix D advise the AIDS Institute as to the coordination efforts being conducted and the linkage arrangements agreed to.

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

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

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or, if renewed, in the PERIOD identified in the Appendix X,

OR

- ◆ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

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

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

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

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

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and canceled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix, below. In addition, a final report must be submitted by the CONTRACTOR no later than **thirty (30)** days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE **monthly** 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 at:

NYS DOH AIDS INSTITUTE

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

All contract advances in excess of actual disbursements will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name:

Budget Period:

Report Type:

A. Narrative/Qualitative Report

"Contractor" will submit, on a **monthly** basis, not later than **30** days from the end of the **month**, a report, in narrative form, summarizing the services rendered during the **month**. This report will detail how **"Contractor"** has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D). (Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

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

C. Expenditure Report

"Contractor" will submit, on a **monthly** basis, not later than **30** days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

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

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

APPENDIX F

AIDS INSTITUTE POLICY

Access to and Disclosure of Personal Health Related Information

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

(4) measures to ensure that staff working with personal health related information secure such information from casual observance or loss and that such documents or files are returned to confidential storage on termination of use;

(5) measures to ensure that personal health related information is not inappropriately copied or removed from control;

(6) measures to provide safeguards to prevent discrimination, abuse or other adverse actions directed toward persons to whom personal health related information applies;

(7) measures to ensure that personal health related information is adequately secured after working hours;

(8) measures to ensure that transmittal of personal health related information outside of the contractor, subcontractor or other agent of the Department of Health AIDS Institute is in accordance with law, Department of Health regulation and policy;

(9) measures to protect the confidentiality of personal health related information being transferred to other units within the contractor, subcontractor or other agent's operation; and

(10) measures to ensure that documents or files that contain personal health related information that are obsolete or no longer needed are promptly disposed of in such a manner so as to not compromise the confidentiality of the documents.

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

7. Employee Training

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

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

(1) examine documents or computer data containing personal health related information unless required in the course of official duties and responsibilities;

(2) remove from the unit or copy such documents or computer data unless acting within the scope of assigned duties;

(3) discuss the content of such documents or computer data with any person unless that person had authorized access and the need to know the information discussed; and,

(4) illegally discriminate, abuse or harass a person to whom personal health related information applies.

8. Employee Attestation.

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

HIPAA Compliant Authorization for Release of Medical Information and Confidential HIV* Related Information

New York State Department of Health

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

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

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

I consent to disclosure of (please check all that apply):

- My HIV-related information
 Both (non-HIV medical and HIV-related information)
 My non-HIV medical information **

Information in the box below must be completed.

Name and address of facility/person disclosing HIV-related and/or medical information: _____ _____
Name of person whose information will be released: _____
Name and address of person signing this form (if other than above): _____ _____
Relationship to person whose information will be released: _____ _____
Describe information to be released: _____
Reason for release of information: _____
Time Period During Which Release of Information is Authorized From: _____ To: _____
Disclosures cannot be revoked, once made. Additional exceptions to the right to revoke consent, if any: _____ _____
Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment or eligibility for benefits (Note: Federal privacy regulations may restrict some consequences): _____ _____

All facilities/persons listed on pages 1, 2 (and 3 if used) of this form may share information among and between themselves for the purpose of providing medical care and services. Please sign below to authorize.

Signature _____

Date _____

*Human Immunodeficiency Virus that causes AIDS

** If releasing only non-HIV medical information, you may use this form or another HIPAA-compliant general medical release form.

**HIPAA Compliant Authorization for Release of Medical Information
and Confidential HIV* Related Information**

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

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

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

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

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

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

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

The law protects you from HIV related discrimination in housing, employment, health care and other services. For more information call the New York State Division of Human Rights Office of AIDS Discrimination Issues at 1-800-523-2437 or (212) 480-2522 or the New York City Commission on Human Rights at (212) 306-7500. These agencies are responsible for protecting your rights.

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

Signature _____ **Date** _____
(Subject of information or legally authorized representative)

If legal representative, indicate relationship to subject: _____

Print Name _____

Client/Patient Number _____

**HIPAA Compliant Authorization for Release of Medical Information
and Confidential HIV* Related Information**

**Complete information for each facility/person to be given general medical information and/or HIV-related information.
Attach additional sheets as necessary. Blank lines may be crossed out prior to signing.**

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

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

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

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

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

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

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

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

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

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

Signature _____ Date _____
Client/Patient Number _____

Autorización para divulgar información médica e información confidencial relativa al VIH* conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)

Departamento de Salud del Estado de Nueva York

Mediante este formulario se autoriza la divulgación de información médica, incluso de datos relativos al VIH. Usted puede optar por permitir la divulgación de información relacionada con el VIH únicamente, información ajena al VIH únicamente o ambos tipos. La divulgación de tal información puede estar protegida por leyes de confidencialidad federales y estatales. Se considera "información confidencial relativa al VIH" toda información que indique que una persona se ha hecho una prueba relativa al VIH, está infectada con el VIH o tiene SIDA u otra enfermedad relacionada con el VIH, y toda otra información que podría indicar que una persona ha estado potencialmente expuesta al VIH.

Según las leyes del Estado de Nueva York, sólo se puede divulgar información relativa al VIH a aquellas personas a quien usted autorice mediante la firma de un permiso escrito. También puede divulgarse a las siguientes personas y organizaciones: profesionales de la salud a cargo de su atención o la de su hijo expuesto; funcionarios de salud cuando lo exija la ley; aseguradores (para poder efectuar pagos); personas que participen en el proceso de adopción o colocación en hogares sustitutos; personal oficial correccional o afectado al proceso de libertad condicional; personal de salud o atención de emergencias que haya estado expuesto accidentalmente a su sangre; o a personas autorizadas mediante una orden judicial especial. Según lo estipulado por las leyes estatales, cualquier persona que ilegalmente revele información relacionada con el VIH puede ser sancionada con una multa de hasta \$5,000 o encarcelada por un período de hasta un año. No obstante, las leyes estatales no protegen las divulgaciones repetidas de cierta información médica o relacionada con el VIH. Para obtener más información acerca de la confidencialidad de la información relativa al VIH, llame a la línea directa de confidencialidad sobre el VIH del Departamento de Salud del Estado de Nueva York al 1 800 962 5065. Si desea obtener información acerca de la protección federal de la privacidad, llame a la Oficina de Derechos Civiles al 1 800 368 1019.

Al marcar las casillas que se encuentran a continuación y firmar este formulario, se autoriza la divulgación de información médica o relativa al VIH a las personas que figuran en la página dos de este formulario (o en páginas adicionales según corresponda), por las razones enumeradas. Cuando usted lo solicite, el establecimiento o la persona que reveló su información médica le deberá proporcionar una copia del formulario.

Autorizo la divulgación de (marque todas las opciones que correspondan):

- Mi información relativa al VIH
 Ambas (información médica tanto ajena como relativa al VIH)
 Mi información médica ajena al VIH**

Complete la información en el siguiente cuadro.

El establecimiento o la persona que divulga la información debe completar el recuadro que se encuentra a continuación:	
Nombre y dirección del establecimiento o profesional que divulga la información médica o relativa al VIH: _____	
Nombre de la persona cuya información será divulgada: _____	
Nombre y dirección de la persona que firma este formulario (si difiere de la persona mencionada anteriormente): _____	
Relación con la persona cuya información será divulgada: _____	
Describa la información que se ha de divulgar: _____	
Motivo de la divulgación: _____	
Período durante el cual se autoriza la divulgación de la información Desde: _____ Hasta: _____	
Una vez que la información ha sido divulgada, la autorización no podrá ser revocada. Excepciones adicionales al derecho de revocar una autorización, de existir las: _____	
Descripción de las consecuencias que la prohibición de la divulgación puede traer al momento del tratamiento, el pago, la inscripción o la elegibilidad para beneficios (Observaciones: Las reglamentaciones federales sobre privacidad pueden restringir algunas consecuencias): _____	
Todas las instalaciones o personas incluidas en las páginas 1, 2 (y 3 si se la utiliza) de este formulario podrán compartir información entre sí con el propósito de prestar atención y servicios médicos. Firme a continuación para autorizar.	
Firma _____	Fecha _____

*Virus de la inmunodeficiencia humana que causa el SIDA

** Si sólo se divulga información médica no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación médica conforme a la HIPAA.

**Autorización para divulgar información médica e información confidencial relativa al VIH*
conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)**

Complete la información para cada establecimiento o persona que recibirá información médica general o relativa al VIH. Adjunte hojas adicionales según sea necesario. Se recomienda tachar las líneas dejadas en blanco antes de firmar.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o persona, especifique las restricciones.

Las leyes lo protegen de la discriminación relativa al VIH en lo referente a servicios de vivienda, trabajo, atención médica, etc. Para obtener más información, llame a la División de Derechos Humanos del Estado de Nueva York, Oficina para Asuntos de Discriminación a Pacientes con SIDA al 1 800 523 2437 o al (212) 480-2493, o bien comuníquese con la Comisión de Derechos Humanos de la Ciudad de Nueva York al (212) 306 5070. Estas agencias son las encargadas de proteger sus derechos.

He recibido respuestas a mis preguntas referidas a este formulario. Sé que no tengo la obligación de autorizar la divulgación de mi información médica o relativa al VIH y que puedo cambiar de parecer en cualquier momento y revocar mi autorización enviando una solicitud por escrito al establecimiento o profesional que corresponda. Autorizo al establecimiento o a la persona indicada en la página uno a divulgar información médica o relativa al VIH de la persona también mencionada en la página uno a las organizaciones o personas enumeradas.

Firma _____
(Persona a la que se le hará la prueba o representante legal autorizado)

Fecha _____

Si es un representante legal, indique la relación con el paciente:

Nombre (en letra de imprenta) _____

Número de paciente o cliente _____

**Autorización para divulgar información médica e información confidencial relativa al VIH*
conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)**

Complete la información para cada establecimiento o persona que recibirá información médica general o relativa al VIH. Adjunte hojas adicionales según sea necesario. Se recomienda tachar las líneas dejadas en blanco antes de firmar.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Nombre y dirección del establecimiento o la persona a quien se le brindará la información médica general o relativa al VIH:

Motivo de la divulgación, si difiere de lo indicado en la página 1:

Si se debe limitar la Información que se ha de develar a este establecimiento o a esta persona, especifique las restricciones.

Si completó esta página en forma total o parcial, sírvase firmar a continuación:

Firma _____ Fecha _____

Número de paciente o cliente _____

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____ having its principal office at _____, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____ as amended in attached Appendix(ices) _____. All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name _____

Printed Name _____

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)

County of _____)

SS:

On the _____ day of _____, 2006, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

APPLICATION COVER SHEET

Applicant

Organization Name:

***Organization Name
NYSDOH will contract
with if awarded:**

Contact Person:

Title:

Address:

Telephone Number:

Fax Number:

E-mail Address:

Requested Amount:

Geographic Area:

***If applicant name differs from contracting organization, please briefly explain relationship:**

Attachment #3

APPLICATION CHECK LIST

Please submit one original and five (5) copies of your application. Your submission must include this checklist and the items listed below:

_____ Application Cover Sheet (use Attachment #1)

_____ Application Check List (use Attachment #2)

_____ Application Narrative:

Program Summary
Agency Capacity
Agency Experience
Need Statement
Program Design
Evaluation
Budget

_____ AIDS Institute Budget Forms and Justification (use Attachment 4)

_____ Program Work Plan Chart (use Attachment #5)

_____ Letter of Authorization and Intent from Board
(sample Attachment #6)

_____ Listing of Board of Directors and their affiliations
(sample Attachment #7)

_____ Letters Documenting Bi-directional Agreements
(Letters of support are NOT acceptable to meet this requirement)

_____ Populations Data Sheet (use Attachment #8)

_____ Vendor Responsibility Questionnaire (Attachment #9)

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Last Updated: 9/25/03

Page 1 - Summary Budget

- A. Please list the amount requested for each of the major budget categories. These include:
1. Salaries
 2. Fringe Benefits
 3. Supplies
 4. Travel
 5. Equipment
 6. Miscellaneous Other (includes Space, Phones and Other)
 7. Subcontracts/Consultants
 8. Administrative Costs
- B. The column labeled Third Party Revenue should only be used if a grant-funded position on this contract generates revenue. This could be either Medicaid or ADAP Plus. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third Party Revenue column.

Page 2- Personal Services

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

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

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

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

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

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

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

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

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

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

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

Page 3 - Fringe Benefits and Position Descriptions

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

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

Page 4 - Subcontracts

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

Page 5- Grant Funding From All Other Sources

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

Page 6 - Budget Justification

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

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

NEW YORK STATE DEPARTMENT OF HEALTH
AIDS Institute
 Summary Budget Form

(To be used for Solicitations)

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

Budget Items	Amount Requested from AIDS Institute	Third Party Revenue*
(A) PERSONAL SERVICES		
(B) FRINGE BENEFITS		
(C) SUPPLIES		
(D) TRAVEL		
(E) EQUIPMENT		
(F) MISCELLANEOUS		
(G) SUBCONTRACTS/CONSULTANTS		
(H) ADMINISTRATIVE COSTS		
TOTAL (Sum of lines A through H)		

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

* If applicable to RFA

Fringe Benefits and Position Descriptions

Contractor:
 Contract Period:
 Federal ID #:

FRINGE BENEFITS

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

YES

Approved Rate (%) : _____
 Amount Requested (\$) : _____

NO

Complete 2-6 below.

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

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

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

5. Date of most recently audited financial statements: _____

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

6. Requested rate and amount for fringe benefits:
if the rate being requested on this contract exceeds the rate supported by latest audited financials, attach justification.

Rate Requested (%) : _____
 Amount Requested (\$) : _____

POSITION DESCRIPTIONS

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

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Position Descriptions (cont.)

Contractor:
Contract Period:
Federal ID #:

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

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

Subcontracts/Consultants & Administrative Costs

Contractor:
 Contract Period:
 Federal ID #:

SUBCONTRACTS/CONSULTANTS :

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

Description of Services

Agency/Name

Amount

Total :

For AI use only - Ryan White Administrative Costs :

Grant Funding from All Other Sources

Contractor:
Contract Period:
Federal ID #:

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

Funding Source	Total Funding Amount	Funding Period	Program Summary

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

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

[Empty box for narrative justification]

Attachment #6

Sample Letter of Authorization and Intent from Board

Dear Ms. White:

The Board of Directors of (Organization Name) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the solicitation "*2006 Communities of Color Initiative.*"

The Board is committed to providing the proposed HIV-related services and certifies that program staff are qualified, appropriately trained and have sufficient agency resources to effectively implement the program.

Sincerely,

Chairperson
Board of Directors

LISTING OF BOARD OF DIRECTORS

BOARD OF DIRECTORS/TASK FORCE

ORGANIZATION: _____

TOTAL NUMBER OF BOARD MEMBERS: _____

Board Member Name Address and Telephone Number and Affiliation	Office Held	Term	Committee Assignments

PLEASE INDICATE THE NUMBER OF BOARD MEMBERS WHO CONSIDER THEMSELVES AMONG THE FOLLOWING CATEGORIES. (These numbers may be duplicative.)

- _____ **Persons Living with HIV or AIDS**
- _____ **Racial/Ethnic Minorities**
- _____ **Gay Men or Lesbians**
- _____ **IV Substance User Community**
- _____ **Clients**

POPULATION DATA SHEET

Agency Name: _____

Risk Population (s) Served:

- | | |
|--|---|
| _____ %Men who have Sex with Men (MSM) | _____ %Young Men who have Sex with Men (YMSM) |
| _____ %Injection Drug Users (IDU) | _____ %MSM/IDU |
| _____ %Heterosexual risk | _____ %Mothers with/at risk for HIV |
| _____ %Other (specify) | |
| _____ %Total (should equal 100%) | |

Client Race/Ethnicity:

- | | |
|---------------------------------------|-------------------------------|
| _____ %White, non-Hispanic | _____ %Black, non-Hispanic |
| _____ %Hispanic | _____ %Asian/Pacific Islander |
| _____ %American Indian/Alaskan Native | _____ %Other (specify) |
| _____ % Total (should equal 100%) | |

Gender:

- _____ %Female
- _____ %Male
- _____ %Transgender
- _____ % Total

Age Group:

- _____ %0-13
- _____ %13-19
- _____ %20-29
- _____ %30-39
- _____ %Over 50
- _____ % Total (should equal 100%)

Vendor Responsibility Questionnaire

Instructions for Completing the Questionnaire

The New York State Department of Health (NYSDOH) is required to conduct a review of all prospective contractors to provide reasonable assurances that the vendor is responsible. The attached questionnaire is designed to provide information to assist the NYSDOH in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

Please note: Certain entities are exempt from completing this questionnaire. These entities should submit only a copy of their organization's latest audited financial statements. Exempt organizations include the following: State Agencies, Counties, Cities, Towns, Villages, School Districts, Community Colleges, Boards of Cooperative Educational Services (BOCES), Vocational Education Extension Boards (VEEBs), Water, Fire, and Sewer Districts, Public Libraries, Water and Soil Districts, Public Benefit Corporations, Public Authorities, and Public Colleges.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation*	Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

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A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

<p>18. Is the vendor certified in New York State as a (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p><i>Please provide a copy of any of the above certifications that apply.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?</p> <p><i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p>a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i></p> <p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i></p> <p>d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:
- a) Yes No
1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
 3. entered into an agreement to a voluntary exclusion from bidding/contracting;
 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?
- b) Yes No
- been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?
- c) Yes No
- been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:
1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;
 2. state or federal environmental laws;
 3. unemployment insurance or workers' compensation coverage or claim requirements;
 4. Employee Retirement Income Security Act (ERISA);
 5. federal, state or local human rights laws;
 6. civil rights laws;
 7. federal or state security laws;

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	<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
22.	<p>In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	
23.	<p>Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	
24.	<p>Is the vendor exempt from income taxes under the Internal Revenue Code? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	
25.	<p>During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	
26.	<p>Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	

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27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29. In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
30. Please attach a copy of your organization's latest audited financial statements to this questionnaire.	

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

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State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Owner/Officer _____

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date