

**New York State Department of Health
AIDS Institute**

REQUEST FOR APPLICATIONS (RFA)

UPPER MANHATTAN COMMUNITY SERVICE PROGRAM

RFA #08-0003/FAU #0802291200

RFA Release Date:	June 4, 2008
Applicant Conference(s) On:	June 17, 2008
Questions Due:	June 20, 2008
RFA Updates and Questions & Answers Posted:	July 8, 2008
Applications Due:	July 22, 2008

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REQUEST FOR APPLICATIONS UPPER MANHATTAN COMMUNITY SERVICE PROGRAM

I. INTRODUCTION

The New York State Department of Health AIDS Institute announces the availability of State funds to support a Community Service Program (CSP) to provide a broad spectrum of community-based services: outreach, HIV prevention, counseling, testing and linkage to care, case management, supportive and health-related services in Upper Manhattan. Upper Manhattan is defined as the area north of 96th Street on both the east and west sides, and the distinct communities of Central Harlem/Morningside Heights, East Harlem, and Washington Heights/Inwood. Applications are expected to encompass services consistent with the CSP model, with the objectives of reducing transmission of the human immunodeficiency virus (HIV) and ensuring the delivery of comprehensive health-related and supportive services to individuals infected and affected by HIV and Acquired Immunodeficiency Syndrome (AIDS).

The New York State Department of Health is committed to disease prevention, health promotion and improvement of quality of life for all people in New York State (NYS). HIV prevention, reduction of HIV-related morbidity and mortality, and supportive services for affected and infected persons are a priority.

I-A. Purpose

The purpose of this RFA is to provide the following in Upper Manhattan:

- Community-based leadership within Upper Manhattan in terms of representing and advocating for the community's HIV prevention and supportive service needs;
- Outreach and HIV prevention services that address the needs of residents in diverse communities, including messages targeted to high risk populations and broad-based efforts to reach individuals who do not perceive themselves to be at high risk;
- Direct services that ensure early access to, and continuous participation in prevention interventions, counseling and early testing for HIV, Sexually Transmitted Diseases (STDs) and Hepatitis, and linkage to continuous health care and supportive services, with particular emphasis on addressing existing service gaps in Upper Manhattan communities;
- Evidence-based, culturally competent and language appropriate prevention strategies, case management and supportive services that meet the needs of underserved populations;
- Prevention interventions and services that address the unique needs of individuals who are HIV infected; and
- Assistance to individuals and families affected by HIV/AIDS in accessing a range of supportive services to address multiple needs.

I-B. Funding

Total available funding is \$1,125,301 in State funds. This RFA is a resolicitation of funds supporting a Community Service Program in Upper Manhattan.

It is anticipated that one award will be made to the highest scoring applicant meeting the Eligibility Requirements stated below.

Funds provided pursuant to this solicitation are to be used to create, continue or expand HIV prevention, counseling and testing, linkage to continuous care, case management and supportive services in Upper Manhattan and may NOT be used to supplant resources supporting existing services or activities. Continuation awards will be made on the basis of satisfactory progress and availability of funds.

II. BACKGROUND

II-A. The HIV Epidemic in Upper Manhattan

NYS has always been -- and remains -- an epicenter of the US epidemic. New York City, in turn, is the epicenter of NYS with 75-85% of the State's disease burden occurring within the five boroughs. Among them, Manhattan was home at time of diagnosis to 30,167 Persons Living with HIV or AIDS (PLWH/As) or 30.5% of all NYC PLWH/As as of December 31, 2005. The Upper Manhattan neighborhoods of Washington Heights/Inwood, Central Harlem/Morningside Heights, and East Harlem represent the epicenter of Manhattan with 48% of the borough's PLWH/As.

The following data points illustrate the disproportionate HIV/AIDS burden borne by Upper Manhattan communities:

- Central Harlem/Morningside Heights and East Harlem lead all other NYC neighborhoods in number of HIV (not AIDS) diagnoses per 100,000 population at 132.4 diagnoses per 100,000 in Central Harlem/Morningside Heights and 108.2 diagnoses per 100,000 in East Harlem. Washington Heights/Inwood is lower but remains above the overall NYC level at 50.2 HIV diagnoses per 100,000 population.
- Only six neighborhoods in NYC have a prevalence of PLWH/As as a percent of the population higher than 2.0%. The two neighborhoods with the highest level, both at 2.6% of the population, are in Northern Manhattan: Central Harlem/Morningside Heights and East Harlem. Washington Heights/Inwood is lower at 1.2% of the neighborhood population.
- The age-adjusted death rate per 1,000 PLWH/A for the City of New York is 22.9. Both Central Harlem/Morningside Heights and East Harlem far exceed that level at 31.9 and 32.6 deaths per 1,000 PLWH/As. Washington Heights/Inwood is just below the NYC level at 21.5 deaths per 1,000 persons living with HIV/AIDS.

- In Washington Heights/Inwood, 32.9% of individuals newly testing HIV+ during 2006 were diagnosed with AIDS within 12 months. This pattern is referred to as having a concurrent diagnosis. The percentages for Central Harlem/Morningside Heights and East Harlem are 25.5% and 19.3% respectively.
- Upper Manhattan is home to large immigrant communities from the Dominican Republic, Mexico and other countries in Central and South America and the Caribbean, and from the Sub-Saharan African countries of Ghana, Nigeria and Zambia. During 2004, the New York City Department of Health and Mental Hygiene estimated that between 17 and 23% of all new HIV infections were among foreign-born individuals. Central Harlem/Morningside Heights and East Harlem were slightly lower with up to 16% of all new HIV infections occurring among foreign-born persons.

The 10,313 PLWH/As in the three neighborhoods of Northern Manhattan (3,464 in Washington Heights/Inwood, 3,983 in Central Harlem/Morningside Heights and 2,866 in East Harlem) can be described as follows:

- 63.2% of PLWHAs are living with AIDS and 36.8% are living with HIV (not AIDS).
- In Northern Manhattan, African American/Blacks constitute 57.0% of all PLWHAs, 9.4% are White and 32.6% are identified as Hispanic. Asian/Pacific Islanders, Native American/Alaskan Natives, persons of 2 or more races, persons of other races, and those of unknown race/ethnicity *each* constitute less than 1.0% of PLWH/As.
- Among those persons living with HIV/AIDS in the three neighborhoods of Northern Manhattan: 25.9% are categorized as Men Who Have Sex with Men (MSM), 23.1% as Intravenous Drug Users (IDU), 19.0% as heterosexual, 2.9% as perinatal risk, and 29.0% as No Identified Risk (NIR). (The latter are cases in which no risk meeting the very strict Centers for Disease Control and Prevention Risk Category Hierarchy is identified. Cases designated as NIR are problematic in terms of prevention services planning and targeting.)
- Men and boys represent 66.9% of total PLWHAs; women and girls 33.1% for an overall Male:Female ratio of 2 to 1.
- The 'Heterosexual' Male/Female ratio, calculated by subtracting all MSM from total men and boys, is estimated to be 1 to 1.2. This form of M:F ratio, where there are more female PLWHAs than male, is indicative of both the growing number of infected women and the increasing role of heterosexual transmission in the epidemic.
- More than 24% of new HIV (not AIDS) diagnoses among residents of Washington Heights/Inwood were to people ages 29 and younger. This proportion increases to 33% for residents of Central Harlem/Morningside Heights. The highest proportion among the neighborhoods is East Harlem at 36.8%

- The proportion of persons newly diagnosed with AIDS while age 29 or younger is smaller than that for HIV diagnoses. This is a function of the course of disease as most individuals being diagnosed with AIDS, especially with the medications now in use, have lived 10 or more years as HIV (not AIDS) before developing AIDS.
- New AIDS diagnoses at age 29 or younger accounted for only 9.1% of the total in East Harlem, 7.6% in Central Harlem/Morningside Heights, and 9.7% in Washington Heights/Inwood.

Many residents of Upper Manhattan have problems accessing appropriate health care as illustrated by the following:

- In Washington Heights/Inwood and East Harlem, 12-18% of adults have neither health insurance nor a health care provider. Central Harlem/Morningside Heights adults are slightly better off with only 8-11% lacking insurance and/or a provider.
- 31% of residents in East Harlem describe themselves as being in fair or poor health. The fair to poor health proportion in Central Harlem/Morningside Heights and Washington Heights/Inwood is, respectively, 22% and 32%. The figure is 18% for Manhattan and 21% for the whole of NYC.

Residents of Upper Manhattan are among those most afflicted by sexually transmitted diseases/sexually transmitted infections (STD/STI). While these infections can cause illness, pain and discomfort, and, in some cases, life-long damage, many STD/STIs, particularly those causing genital ulcers, can contribute to increased HIV transmission, if exposed.

- At Year End 2005, the neighborhoods of Central Harlem and Morningside Heights exhibited high rates of three key STD/STIs. The number of cases diagnosed in 2005 and the rate per 100,000 population for primary/secondary syphilis, gonorrhea, and Chlamydia were 38 and 25.1; 464 and 307.1; and 1,320 and 873.5 respectively.
- At Year End 2005, East Harlem exhibited high rates of three key STD/STIs. The number of cases diagnosed in 2005 and the rate per 100,000 population for primary/secondary syphilis, gonorrhea, and Chlamydia were 22 and 20.4; 233 and 215.6; and 836 and 773.4 respectively.
- At Year End 2005, the neighborhoods of Washington Heights and Inwood exhibited high rates of three key STD/STIs. The number of cases diagnosed in 2005 and the rate per 100,000 population for primary/secondary syphilis, gonorrhea, and Chlamydia were 41 and 15.1; 281 and 103.8; and 1,414 and 522.4 respectively.

- Central Harlem and East Harlem have the highest male syphilis rates and the second highest male gonorrhea rates. The female Chlamydia rate in these neighborhoods are also among the highest in NYC.
- Central Harlem has a female gonorrhea rate that is among the highest in NYC and the third highest male Chlamydia rate.
- In Upper Manhattan, as in most neighborhoods of NYC, STD/STI cases and case rates are highest among 15-24 year olds.

The following provides a brief socio-demographic and community health profile for each of three Upper Manhattan communities:

East Harlem

- 55.3% of residents identify themselves as Hispanic. Census2000 reports racial distribution as 25.7% White; 38.8% Black; 2.9% Asian/Pacific Islander; 1% Native American/Alaskan Native; 6.3% two or more races; and 26.4% Other or Unknown Race.
- 38% of residents are living below the Federal Poverty Level (FPL). This is slightly less than double the poverty rate for Manhattan and NYC overall.
- A rate of slightly more than 1,200 alcohol-related hospitalizations per 100,000 adults 18 years of age and older occur among East Harlem residents. This rate is dramatically higher than the Manhattan and NYC rates which fall between 400 and 600 hospitalizations per 100,000 adults.
- In East Harlem the hospitalization rate for mental illness is approximately 1,700 per 100,000 adults ages 18 and older, while Manhattan's and NYC's rates are below 700.
- The drug-related death rate in East Harlem, approximately 27 deaths per 100,000 adult population, is nearly triple the NYC overall rate.
- 475 individuals were newly reported with a Hepatitis C diagnosis in 2006.

Central Harlem/Morningside Heights

- 67% of Central Harlem residents identify themselves as Hispanic. In Morningside Heights the figure is 19%. Census2000 reports racial distribution as 12.4% White; 70.9% Black; 3.0% Asian/Pacific Islander; <1% Native American/Alaskan Native; 4.2% two or more races; and 9.0% Other or Unknown Race.
- 35% of residents are living below the Federal Poverty Level (FPL). This is 175% of the poverty rate in Manhattan and in NYC overall.
- In Central Harlem/Morningside Heights the hospitalization rate for mental illness is approximately 1,700 per 100,000 adults ages 18 and older, while Manhattan's and NYC's rates are below 700.
- The drug-related hospitalization rate is approximately 25 deaths per 100,000 population. The Manhattan and overall NYC rates are, by comparison, at approximately 10 per 100,000 population.

- 391 individuals were newly reported with a Hepatitis C diagnosis in 2006.

Washington Heights/Inwood

- In Washington Heights/Inwood, 70.6% of residents consider themselves Hispanic. Census2000 reports racial distribution as 25.4% White; 18.9% Black; 2.1% Asian/Pacific Islander; 1.2% Native American/Alaskan Native; 7.9% two or more races; and 44.4% Other or Unknown Race.
- 51% of residents were born outside the United States.
- 31% of residents are living below the Federal Poverty Level (FPL). This rate is higher than the 20% and 21% poverty rates for Manhattan and in NYC overall.
- In Washington Heights/Inwood the hospitalization rate for mental illness is approximately 1,400 per 100,000 adults ages 18 and older, while Manhattan's and NYC's rates are below 700.
- The drug-related death rate in Washington Heights/Inwood, approximately 12 deaths per 100,000 adult population, is slightly higher than the Manhattan and NYC rates.
- 291 individuals were newly reported with a Hepatitis C diagnosis in 2006.

II-B. Findings from On-going Community Consultations and Reports

In preparation for this RFA, the AIDS Institute obtained input from community consultations and gathered information from various documents including: two community forums held in Upper Manhattan in December 2007; other community forums, surveys and telephone interviews; the New York State HIV Prevention Planning Group's Plan; New York State AIDS Advisory Council Reports especially *Women in Peril, HIV/AIDS: The Rising Toll on Women of Color, 2005* and *Syringe Access in New York State, 2005*; and the *Ryan White CARE Act 2006 Statewide Coordinated Statement of Need and Comprehensive Plan*. The following recurrent themes regarding needs and strategies obtained through these sources are reflected in this RFA:

- Target prevention efforts to high risk populations such as MSM/gay men, and those who use IV drugs *as well as* emerging populations such as African American Women and Latinas, immigrants, youth, and older adults who do not identify as high risk or are not traditionally seen as high-risk.
- Develop and implement consistent and ongoing broad-based and targeted population-based outreach and community education strategies using media, street level interventions, and collaborations.
- Provide comprehensive/coordinated direct services focused on prevention and supportive/ancillary services including housing, mental health, substance abuse, counseling and testing.
- Coordinate and integrate HIV/AIDS counseling, testing, and treatment with primary care, emergency care, and broad-based STI/STD screening initiatives.

- Promote and normalize early counseling and testing and connection to comprehensive care and services.
- Create service models that address multiple needs and create linkages to a wide range of human service programs and providers.
- Ensure that HIV/AIDS providers, schools, community-based organizations, medical providers, jails, prisons, shelters, bars/clubs and the community at-large collaborate and coordinate efforts in order to reach people with information and services.
- Provide a wide range of culturally appropriate services in English, Spanish, and other languages.
- Engage community members, clients of community agencies, people living with HIV/AIDS, and those at risk in prevention efforts and service provision using community and peer-based models.
- Craft messages that challenge homophobia and misperceptions or stereotypes of HIV/AIDS transmission and traditional high-risk populations while also educating people about their potential risks of contracting HIV/AIDS.

II-C. Community Service Program Model

The provision of HIV prevention, case management and supportive services by community-based organizations (CBOs) has been an important part of the HIV service delivery continuum in New York State for over two decades. CSPs are multi-service community-based agencies that have a leadership role in a defined geographic area and provide, either directly or by written agreements, the following services to individuals and families infected and affected by HIV/AIDS: outreach, HIV prevention/risk reduction education, HIV counseling and testing, connection to continuous care, case management, crisis intervention, individual counseling, support groups, information and referral, and other supportive services. In many instances, funded programs have effectively utilized peers and volunteers to engage clients and enhance service delivery. A complete listing of Service Definitions related to the scope of this RFA is contained in Section VIII as a guide for applicants.

In this third decade of the epidemic, a newly funded program must define priorities based on identified community needs and gaps, taking into account existing services. Based on input received through the on-going community consultations and reports described above, resources available through this RFA should support a broad range of direct services that addresses service gaps, particularly those related to primary prevention, early testing for HIV, STD/STIs, and Hepatitis, and connection to on-going care and supportive services for those infected. The funded entity will be required to develop close linkages with other agencies in the community and work collaboratively with them to identify and address service gaps in the diverse Upper Manhattan communities. The funded entity is expected to help clients obtain services they need across the broad spectrum of HIV and related service providers.

III. APPLICANT ELIGIBILITY REQUIREMENTS AND GENERAL PROGRAM REQUIREMENTS

III-A. Applicant Eligibility Requirements

Only not-for-profit 501(c)(3) health and/or human service organizations located in Upper Manhattan, as previously defined, with experience and expertise in providing community-based HIV/AIDS prevention, health-related and/or supportive services may apply.

Because Upper Manhattan is composed of very distinct communities and residents have established patterns for seeking services within or near their specific communities, successful applications will be those that propose to provide the services specified in this RFA using the Lead Agency and Subcontractor Model and include a service home (i.e., physical location for the provision of HIV-related services) in at least two locations in Upper Manhattan. Service homes must be located in at least two of the following three neighborhoods: Central Harlem/Morningside Heights, East Harlem and Washington Heights/Inwood (please indicate specific service addresses on Attachment 2, not counted toward the page limitation).

This model is intended to bring agencies together in order to enhance direct services that are responsive to the unique needs of distinct communities and address service gaps, without duplication of effort, and with limited administrative costs.

The applicant lead agency and its subcontractor(s) are expected to provide the spectrum of services described in this RFA and to reach and effectively serve the distinct Upper Manhattan communities. The applicant is expected to clearly describe the functions of the lead agency and each subcontractor. **The application must name the subcontractor(s) and include a Memorandum of Understanding signed by executive management of the respective agencies describing the working relationship and respective roles and responsibilities relevant to this application.**

Under this model, one contract will be awarded to the applicant lead agency to provide services and execute subcontract(s) for the delivery of other needed services. No dollar limit is prescribed for subcontractor(s). It is envisioned that subcontractor(s) will provide multiple services that are likely to be of a continuing nature, therefore, the application should indicate a clear understanding of the role of the lead agency in managing and monitoring the subcontractor(s), with attendant legal and financial responsibilities which are delineated in the General Program Requirements section of this RFA.

A separate budget for the lead agency and each subcontractor must be included in the application. The total amount requested cannot exceed the maximum award of \$1,125,301.

Applicants are not required to be HIV-specific or exclusive in their mission. However, applicants are expected to demonstrate:

- Successful history of providing HIV/AIDS prevention, supportive and health-related services;
- How HIV will be a primary focus of the agency;
- How the agency management structure will support HIV/AIDS as a primary focus; and
- Evidence of successful collaborations with other community-based organizations and HIV/AIDS health care providers to work effectively within Upper Manhattan on behalf of HIV infected and affected clients.

III-B. General Program Requirements

The funded applicant is expected to meet the following general program requirements:

- Have management structures -- both Board of Directors and senior management staff -- reflective of the diverse populations to be served in Upper Manhattan.
- Demonstrate the ability to elicit and integrate perspectives of consumers living with HIV and AIDS in the design, delivery and continuous quality improvement of the proposed program. Consumer advisors should have diverse backgrounds.
- Demonstrate the ability to offer effective access to program services at a wide variety of times, including evening and weekend hours, and in a variety of settings that will best serve the needs of the distinct communities of Upper Manhattan.
- Make services available in multiple languages – English, Spanish and other languages spoken by targeted populations -- and translation services provided when needed.
- Demonstrate the ability to provide education and services that combat homophobia and discrimination of all kinds.
- Demonstrate the ability to be programmatically and fiscally accountable for the activities specified in the application to be carried out by subcontractors. Therefore, the lead agency is expected to have the infrastructure and expertise to carry out the following: a) execution of subcontracts; b) program management, including general program oversight, conducting on-site reviews of sub-contractor(s) and implementing a process for routine narrative and statistical reporting; c) oversight relating to subcontractor budget development, fiscal reporting, and expenditure monitoring; d) timely payment of subcontractor expenditures; e) scheduled meetings for exchange of information and ideas among staff of participating agencies leading to enhanced collaboration and quality

- Have or develop clearly defined and documented bi-directional referral agreements for specific services needed by the targeted populations that are not available on-site, and are available through other agencies and supported by existing resources. Such agreements should include a mechanism for documenting outcomes of the referral process.
- Coordinate services with other HIV service providers, and participate in local planning groups such as the local Ryan White CARE Network, and to be responsive to priorities identified by the New York City and New York State HIV Prevention Planning Groups.
- Participate in data collection and reporting of interventions/services delivered. At a minimum, 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 AIDS Institute Reporting System (AIRS) software. For agencies that have not already implemented AIRS, the goal will be to implement AIRS within six months of the start date of the contract awarded under this RFA. Agencies that have already implemented AIRS are expected to maintain data entry and reporting and adhere to the AIDS Institute data reporting requirements. The AIDS Institute has incorporated CDC's PEMS (Program Evaluation and Monitoring Systems) required elements into the new AIRS system. Agencies may use AIRS to collect and report PEMS-compliant data.
- If funded applicant proposes to provide HIV counseling and testing services, it will be required to complete Counseling and Testing Scannable (CTS) forms or use AIRS for collecting and reporting data related to these activities.
- Conduct evaluations as a required component of their project design. The purposes of evaluations are to monitor the implementation of activities, measure effectiveness in achieving programmatic goals and objectives, assess outcomes, and identify methods to improve program and agency performance. At a minimum, funded applicants will be required to develop and report on both process and outcome indicators for funded interventions and services. Funded applicants will be expected to conduct and report on Knowledge, Attitudes, Beliefs and Behaviors (KABB) surveys as an integral component for demonstrating overall program effectiveness.

IV. ADMINISTRATIVE REQUIREMENTS

IV-A. Issuing Agency:

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

IV-B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Thomas Tallon
Associate Director, Division of HIV Prevention
New York State Department of Health AIDS Institute
ESP, Corning Tower, Room 384
Albany, New York 12237

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. **Written questions will be accepted until 5:00pm on June 20, 2008.** Questions of a technical nature can be addressed in writing to the address above or via telephone by calling Mr. Tallon at (518) 473-2300.

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 or 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 conferences, and any updates/modifications to this RFA will be posted on the Department of Health's website on or before July 8, 2008.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference, official applicant conference minutes), please complete and submit a letter of request (see Attachment 11).

IV-C. Applicant Conference and Letter of Interest

Applicant Conference: Applicants are encouraged, but not required, to attend the Applicant Conference.

**Tuesday, June 17, 2008
10:00 am – 1:00 pm
90 Church Street
Room 4-CR A/B
New York City**

The Department requests that potential applicants register for the conference by calling Damaris Rodriguez at (212) 417-4707 or emailing dxr05@health.state.ny.us to ensure entry to the building through security and adequate accommodations for prospective attendees. **Deadline for reservations is June 12, 2008.** Failure to attend the Applicant Conference conference will **not** preclude submission of an application.

Letter of Interest: 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 **5:00PM on July 22, 2008**. **Late applications will not be accepted.** Applications WILL NOT be accepted via fax or email.

Elizabeth Fairweather
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 7 (**seven**) complete copies, including all attachments. The original should be clearly identified. Applications should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document

Applicants should pay special attention to Attachment 3, the 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. Late applications due to delay by the carrier, or not received in the New York State Department of Health mailroom in time for transmission to the NYSDOH AI, will not be considered.

IV-E. The NYSDOH 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.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health 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 the Office of the State Comptroller.

One contract will be awarded under this RFA for a 12-month term, with an anticipated start date on or about October 1, 2008. Awards may be renewed for up to four additional one-year periods based on satisfactory performance and the availability of funds.

IV-G. Payment Methods and Reporting Requirements:

1. The State (NYS Department of Health) may, at its 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 quarterly invoices and required reports of expenditures to the State's designated payment office.

3. Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. The grant contractor shall submit the following periodic reports:

Monthly Report of Activities and Client Level Data
Budget Statement and Report of Expenditures (BSROE)

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 Law requires that State agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 1-866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us.

Vendors opting to file a paper questionnaire should complete the paper form included as Attachment 6 and return it with their application.

All Applicants must also complete the Vendor Responsibility Attestation (Attachment 7) and return it with their application.

IV-I. General Specifications

1. By signing the Application Cover Sheet (Attachment 1), each applicant attests to its express authority to sign on behalf of the applicant organization.
2. The 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 should be clearly noted in a cover letter attached to the application.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default:
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants, or promises of any contract resulting from this RFA, the Department, acting for and on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA 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, 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 subdivision of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR'S insurance carrier and/or the Worker's 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 With No Employees And Certain Out-Of-State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage Is Not Required: 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 With No Employees And Certain Out-Of-State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage Is Not Required; OR
- **DB-120.1** – Certificate of Disability Benefits 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 contracting process should your agency receive an award.

V. SCOPE OF PROGRAM SERVICES AND INTERVENTIONS

The funded applicant is expected to provide comprehensive community-based HIV services reflecting on-going assessments (on at least an annual basis) of services in Upper Manhattan; the identification of gaps in HIV prevention and service delivery; and, the design and implementation of strategies and services to address those gaps. The assessments should take into consideration the themes noted above from the on-going community consultations and relevant reports.

In conjunction with on-going assessments of Upper Manhattan HIV-related service delivery, the following populations should be considered in designing and prioritizing service provision. These populations have been identified as most in need by one or more of the following: the NYS HIV Prevention Planning Group, the NYC HIV

Prevention Planning Group, community forums, NYS AIDS Advisory Council reports, and the 2006 Statewide Coordinated Statement of Need:

- Members of Racial and Ethnic Minority Communities who are underserved, do not perceive themselves to be at risk for HIV, and are difficult to reach;
- Adolescents and Young Adults;
- Heterosexual Women and Women who have Sex with Women;
- Men who have Sex with Men, particularly Young Men and Men of Color, and Men who identify as gay as well as those who do not;
- Substance Users and their Sex and Needle Sharing Partners;
- Children;
- Homeless individuals and persons who are tenuously housed;
- Immigrants and Migrants;
- Prison Releasees/Parolees, their Partners and Family Members; and
- Persons 50 years of age and older, either living with HIV/AIDS or at risk.

The Scope of Program Services and Interventions eligible for funding through this RFA includes the service categories described below. Applicants are not expected to provide all the services/interventions described. Applicants should propose a combination of services/interventions that are most needed in Upper Manhattan and complement existing community-based services based on the current assessment.

a. Outreach: Activities proven to be effective in reaching those individuals within the targeted populations who are HIV infected and 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 services and facilitate access to testing, care and supportive services. Examples of outreach activities fundable through this RFA include:

- Activities that directly engage individuals and incorporate health education and risk reduction messages and facilitate direct access and verifiable connection to such services as HIV counseling and testing, STD and Hepatitis testing, 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. It is essential to conduct broad outreach in Upper Manhattan communities since many persons do not perceive themselves to be at risk for HIV.
- Community-based activities in places where individuals at highest risk congregate, including provision of educational materials and safer sex supplies.

- Client recruitment activities that directly assist clients with overcoming barriers to acquisition of HIV and related services; especially those that utilize strategies that meet the specific needs of traditionally underserved populations, such as women of color with children, immigrants, the homeless, and prison releasees.
- Cultivating partnerships with churches, schools and recreation venues such as bars and clubs in Upper Manhattan communities to broaden HIV awareness, address homophobia and discrimination of all forms, open new avenues for educating youth and adult residents regarding HIV and linking them to other services.

b. Prevention Interventions and Activities: Structured interventions and activities that are proven to be effective and use science/evidence-based models and risk reduction strategies, including a skills-building component, and support long-term behavior change for individuals within targeted populations 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. Since traditional risk-based approaches are not proving to be effective in reaching Upper Manhattan residents who do not perceive themselves to be at risk for HIV, innovative prevention strategies taken into neighborhoods and communities are encouraged. Examples of Prevention interventions and activities fundable through this RFA 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. Applicants should reference “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 interventions that include information on STDs, the importance of STD prevention and testing as an HIV prevention strategy, and linkage to care as needed.
- Distribution of condoms, both male and female, and other sexual risk reduction supplies to specific populations.
- Syringe access (must be currently registered under the Expanded Syringe Access Program [ESAP] for syringe provisions or be an approved syringe exchange program).

- Opioid overdose prevention education including the administration of Naloxone (applicant must be currently registered under the Opioid Overdose Prevention Program of the NYS Department of Health).
- Group/individual/community level interventions that are specifically designed to meet the needs of persons not often addressed by other programs due to cultural or language barriers (e.g., deaf/hard of hearing, recent immigrants, including but not limited to African, Latino, Mexican, Native American, and Asian/Pacific Islander populations, and transgender individuals).
- Group/individual level interventions that offer skills building services for women that address health, mental health, communication, legal and partner issues, and enhancing parenting skills for family caregivers (both female and male).
- Group/individual interventions that incorporate elements related to building self-esteem and a positive self-image.

c. **Testing and Connection to Comprehensive Health Care:** Community input and available data indicate that many residents of Upper Manhattan are tested late in the HIV disease process resulting in poor health outcomes and a higher death rate. *New York City Community Health Profiles (2006)* indicate that as many as 25-33% of Central and East Harlem residents do not have a regular source of primary care and many seek care when ill in hospital emergency rooms. Data from 2004 presented by the NYCDOHMH Epidemiology Program in February 2006 suggest that only 51% of those who test positive in Harlem are connected to medical care. Since service gaps related to HIV testing and entry into care are documented and well recognized, the funded entity is expected to prioritize:

- Direct provision or easy access to HIV counseling and testing, STD testing, and Hepatitis A, B, and C education/testing/referrals for vaccination and/or treatment. Mobile testing services and rapid test technologies should be used to “normalize” testing and bring these services to communities, with the goal of encouraging earlier testing and entry into care. Various activities should be conducted to promote the benefits of early testing and continuous health care, and to raise awareness concerning personal risk in the high seroprevalence Upper Manhattan communities.
- Direct connection to comprehensive primary care for persons infected with HIV, treatment adherence counseling, specialty care as needed, and other services such as mental health-related services. Limited services of this nature may be supported directly through this RFA if there is a documented critical need addressing a specific service gap. The applicant needs to provide a strong justification for these limited services.

- Assistance with disclosure of HIV status and partner counseling and testing, either directly or by referral, for infected persons.

d. Case Management: A formal and systematic multi-step process designed to assess the needs of a client to ensure access to needed services, including: intake, assessment, service plan development and implementation, ongoing monitoring and evaluation, reassessment and service plan update, and exit planning/case discontinuation. Case management is intended to promote and support 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, non-discrimination, compassionate non-judgmental care, a culturally competent provider, and high quality case management services. The intended outcomes of HIV/AIDS case management for persons living with HIV/AIDS include:

- Early access to and maintenance of comprehensive health care and social services;
- Improved integration of services provided across a variety of settings;
- 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.

e. Supportive Services: Individuals and families in Upper Manhattan often face multiple challenges in meeting basic needs such as housing, food, transportation and employment. These problems are exacerbated given current economic conditions. Basic needs must be addressed so that health problems are not ignored or relegated to such a low priority they are not addressed until an individual is acutely ill and care is sought in a hospital emergency room. Supportive services fundable through this RFA are those proven to be effective and designed to provide support to persons who are HIV infected and/or at risk for HIV infection. Examples of supportive services fundable through this RFA include:

- Direct linkage to programs providing housing placement assistance, food and nutrition counseling, transportation, job training, and child care. Limited services of this nature may be provided directly through this RFA if there is a documented critical need addressing a specific service gap. The applicant needs to provide a strong justification for these limited services, and document how these services are integral to meeting the HIV prevention and/or supportive service needs of clients.

- Peer/escort services to assist individuals in keeping health and human service appointments.
 - Support groups, with a pre-determined agenda, facilitated by staff and/or trained peers, the purpose of which may be to provide emotional support, encourage treatment adherence, HIV disclosure and partner referral, and negotiation of safer behaviors.
 - Proactive support provided by peer mentors who have successfully integrated positive health behavior changes in their lives and have commonalities with the populations served.
- f. Peer-Delivered Services:** Applicants proposing a peer-delivered program model should include within their application a plan to address peer recruitment and retention, and initial and ongoing training and supervision. Essential elements of the plan 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;
 - Interventions aimed at providing peer educators with ongoing support and training.
 - 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).

VI. COMPLETING THE APPLICATION – CONTENT AND FORMAT

Applicants should complete all sections outlined below. **Applications should not exceed 26 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 of the application described below – Sections A through G. Be complete and specific when responding. Letter/number the narrative response to correspond to each part in the order presented. **Do not leave anything blank.** As appropriate, indicate if the part is not relevant to the organization or application.

Please remember to refer to Scope of Program Services and Interventions (Section V) and General Program Requirements (Section III-B) when preparing this application. In addition, please refer to the Service Definitions, contained in Attachment 9 of this RFA when designing the proposed program.

A form is provided to serve as the cover page for the application (Attachment 1). This Cover Page will not count toward the page limit.

The application needs to indicate how the lead agency and subcontractor(s) will work together and which agency will be responsible for carrying out respective activities. Information regarding subcontractors needs to be provided when specifically noted below.

The review team will base its scoring on the maximum points indicated for each section.

A. Program Summary (maximum of 2 pages, not counted in page total)

Not Scored

Summarize the proposed program and briefly describe: needs of the targeted populations in Upper Manhattan and major service gaps identified, nature of the proposed services/interventions, the populations to be targeted, specific anticipated outcomes and how outcomes will be assessed, and how the lead agency and subcontractor(s) will work together to implement the proposed program.

B. Agency Capacity (maximum of 5 pages)

Maximum Score: 12 points

1. For the lead agency and each subcontractor, describe the overall mission, services provided, and locations of services.
2. Describe the demographic and behavioral characteristics of the population(s) served by the lead agency and subcontractor(s), including information such as racial and ethnic background, socioeconomic status, age, gender and HIV risk behaviors.

3. Describe the lead agency's and each subcontractors' Board of Directors composition and current staffing. Strong applicants will be those that 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.
4. Describe the lead agency's and subcontractors' capacity for collecting and reporting client-level data through computer-based applications.
5. Describe the lead agency's administrative capacity including fiscal management, information systems, Board involvement, and organizational structure. As a separate appendix, provide a current organizational chart of the lead 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.
6. Describe the lead agency's ability to discharge specific responsibilities relating to subcontracting. Programmatic and fiscal accountability for activities specified in the application to be carried out by subcontractors rests with the lead agency as the contracting entity. The applicant agency is expected to have the infrastructure and expertise to carry out the following:
 - a. Execution of subcontracts;
 - b. Program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting;
 - c. Oversight relating to subcontractor budget development, fiscal reporting and expenditure monitoring;
 - d. Timely payment of subcontractor expenditures;
 - e. Scheduled meetings for exchange of information and ideas among staff of participating agencies leading to enhanced collaboration and quality improvement; and
 - f. Obtaining legal advice when needed regarding agreements and settling disputes.
7. Describe the working relationship of the lead agency and each subcontractor named in this application, and give examples of any specific collaborative ventures undertaken in the past.

C. Agency HIV-Related Experience (maximum of 5 pages)

Maximum Score: 12 points

1. Provide information that demonstrates the success of the lead agency and each subcontractor in providing HIV-related services to the diverse communities of Upper Manhattan and in developing and implementing programs.

2. For the lead agency and each subcontractor, describe the type and quantity of HIV-related services provided, the length of time provided, how STD and Hepatitis prevention, referrals or testing have been integrated, the number and characteristics of HIV-infected and at-risk individuals served, and how HIV services have been integrated within other agency programs. Existing HIV grants should be briefly described.
3. Describe the lead agency's and each subcontractors' experience in incorporating input from targeted populations into HIV program design and service delivery, addressing:
 - a. How representatives from targeted populations were involved in the applicant's process to identify needs and develop interventions included in the proposed program (e.g., consumer surveys and/or advisory groups).
 - b. How the ongoing involvement of consumers in an advisory capacity will be solicited or maintained.
4. Describe the lead agency and each subcontractor's experience providing culturally competent and language appropriate services to diverse populations. Include methods for delivering culturally appropriate interventions and services which demonstrate an understanding of social and cultural norms of the target populations.
5. Describe the lead agency's and each subcontractor's experience collaborating and coordinating with other community-based agencies providing HIV-related services to the diverse communities of Upper Manhattan.

D. Need Statement (maximum of 2 pages)

Maximum Score: 6 points

1. Describe the populations to be served, including demographics, HIV risk behaviors, and STD rates. Include pertinent statistics that demonstrate the local impact of the HIV epidemic on the target populations.
2. Indicate the process used to identify needs/gaps in services for the target populations specified in this application. Reference, as appropriate, documents and reports utilized to formulate the need statement.
3. Briefly describe existing HIV-related programs in Upper Manhattan that provide similar interventions and services as those proposed in this application. Indicate how the proposed program will enhance, without duplicating, current interventions and services provided to the populations to be reached.

E. Program Design (maximum of 12 pages)

Maximum Score: 40 points

1. Applicants should be responsive to themes identified in this RFA in addressing the following elements of the Program Design and be specific about the respective roles and activities to be conducted by the lead agency and each subcontractor:
 - a. Specify overall goals, program objectives, and proposed interventions and services, explaining how the proposed program will contribute to a comprehensive community-based HIV service continuum in Upper Manhattan encompassing outreach, prevention, testing and connection to continuous care, case management, and supportive services.
 - b. Include justification for the selection of proposed interventions describing the scientific basis or conceptual model based on documented success or research literature.
 - c. Describe the anticipated outcomes of the proposed program and how the specific interventions and services will achieve the desired outcomes.
 - d. Describe specific activities to be conducted by the lead agency and each subcontractor as part of the proposed interventions and services, and the methods to be utilized (e.g., peer-delivered, venue-based, mobile unit).

If peer-delivered services are proposed, describe the structure of the proposed peer program including: role and activities of the peers; 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. Describe the locations/settings and time periods in which the services will be delivered.
 - f. Address strategies for engaging, recruiting and retaining program participants.
 - g. Describe how the lead agency and each subcontractor will strive to provide services that are culturally competent, language appropriate, age and developmentally appropriate.
 - h. Explain how the lead agency and each subcontractor will coordinate with other community-based and health/human service agencies providing HIV-related services, including those agencies providing STD and Hepatitis testing and treatment.

2. Describe Staffing for the Proposed Program at the Lead Agency and each Subcontractor:
 - a. Specify the staff responsible for the development and management of the program at each agency, qualifications and experience. Identify the lead agency management staff responsible for providing direction to and oversight of subcontractor(s).
 - b. Delineate staffing for the proposed program, including titles, qualifications, roles and responsibilities of each position, and address strategies for recruitment and retention.
 - c. Describe the plan for providing staff support and supervision, as well as initial and on-going training to ensure consistent, high quality services and adherence to program requirements.

F. Evaluation (maximum of 2 pages)

Maximum Score: 10 points

1. Provide a description of how the applicant will monitor the implementation, effectiveness and outcomes of the proposed interventions and services. Strategies should include:
 - a. Process evaluation that compares measurable workplan projections with actual performance data addressing characteristics of the program and the targeted populations, assesses whether timelines were met, and documents unforeseen challenges in implementation and process for addressing them.
 - b. Assessing outcomes and effectiveness of various interventions and services, including but not limited to: the use of KABB surveys to measure whether interventions/services have enhanced desired beliefs, skills, and/or behaviors in the target populations; measuring success in linking persons with needed services and actual receipt of such services; and client satisfaction surveys.
2. Describe how the lead agency and each subcontractor plans to use process, effectiveness and outcome data/information to improve performance and strengthen the proposed program.
3. Indicate who will be responsible for monitoring and evaluating the proposed program. Also, describe staff experience using AIRS for these purposes.

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 forms provided (Attachment 8). The application should include a set of budget forms for the lead agency reflecting the total amount requested, as well as a set of budget forms specific to each subcontractor. 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 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 and service delivery. Agencies, including subcontractors, without a federally approved rate may not exceed a rate of 10% of total direct costs. Agencies, including subcontractors, with a federally approved rate greater than or equal to 20% may request up to 20%; agencies, including subcontractors, with a federally approved rate of less than 20% may request their approved rate.

VII. REVIEW PROCESS

Applications meeting the eligibility requirements will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each section, and the maximum points for each section as specified above. A panel convened by the AIDS Institute will conduct a review of applications from eligible applicants.

The reviewers will consider the following factors: (1) clarity of the application; (2) responsiveness to the Request for Applications; (3) lead agency and subcontractor capacity and experience; (4) demonstration of need for proposed services; (5) lead agency and subcontractor access to the diverse communities of Upper Manhattan; (6) comprehensive and sound program design; (7) appropriate evaluation strategy; and (8) relevance and justification of budgeted costs.

A visit to an applicant's service site may be appropriate when 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.

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.

VIII. ATTACHMENTS

The attachments listed below should be submitted with your application and are not counted towards the application's overall page limitation:

- Application Cover Sheet (Attachment 1)
- Listing of Service Home Addresses (Attachment 2)
- Application Checklist (Attachment 3)
- Memorandum of Understanding signed by executive management
- Letter of Commitment from Board of Directors (Attachment 4)
- Data Sheet for Projected Populations to be Served (Attachment 5)
- Vendor Responsibility Questionnaire (if you choose not to complete on-line) (Attachment 6)
- Vendor Responsibility Attestation (Attachment 7)
- Budget Forms and Justification (Attachment 8)

UPPER MANHATTAN COMMUNITY SERVICE PROGRAM
RFA #08-0003/FAU #
APPLICATION COVER SHEET

Applicant Name: _____
(Lead Agency)

Applicant Address: _____

Subcontractor Name: _____

Subcontractor Address: _____

Subcontractor Name: _____

Subcontractor Address: _____

Subcontractor Name: _____

Subcontractor Address: _____

Amount Requested: _____

**Name and Title of
Contact Person at
Lead Agency:** _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature: _____

**UPPER MANHATTAN COMMUNITY SERVICE PROGRAM
RFA #08-0003/FAU #**

ADDRESSES OF SERVICE HOMES

Please list the physical locations for the provision of HIV-related services. Successful applicants will be those that include a service home in at least two locations in Upper Manhattan: Central Harlem/Morningside Heights, East Harlem AND Washington Heights/Inwood.

Applicant Name: _____
(Lead Agency)

1. Lead Agency or Subcontractor Name and Service home address:

2. Lead Agency or Subcontractor Name and Service home address:

3. Lead Agency or Subcontractor Name and Service home address:

4. Lead Agency or Subcontractor Name and Service home address:

Attachment 3

APPLICATION CHECKLIST

#08-0003 UPPER MANHATTAN COMMUNITY SERVICE PROGRAM RFA

Please submit one original and seven (7) copies of your application. Your submission should be arranged in the order listed below:

- _____ Application Cover Sheet (Attachment 1)
- _____ Listing of Service Home Addresses (Attachment 2)
- _____ Application Check List (Attachment 3)
- _____ Letter of Commitment from Board of Directors (Attachment 4)
- _____ Memorandum of Understanding signed by Executive Management of the lead agency and all subcontractors
- _____ Data Sheet for Projected Populations to be Served (Attachment 5)
- _____ Application Narrative:
 - Program Summary
 - Agency Capacity
 - Agency HIV-Related Experience
 - Need Statement
 - Program Design
 - Evaluation
 - Budget Forms and Justification (Attachment 8)
- _____ Vendor Responsibility Questionnaire (if you choose not to complete on-line) (Attachment 6)
- _____ Vendor Responsibility Attestation (Attachment 7)
- _____ A copy of your most recent Yearly Independent Audit

Attachment 4

Sample Letter of Commitment from Board of Directors or Designee

Dear Mr. Tallon:

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 “Upper Manhattan Community Services Program,” RFA #08-0003.

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
(or Designee)

Attachment 5

Data Sheet for Projected Populations to be Served

Agency Name: _____

Projected Number of Individuals Living with HIV/AIDS to be Served _____

Client Race/Ethnicity:

_____ %	White, non-Hispanic	_____ %	Black, non-Hispanic
_____ %	Latino/Hispanic	_____ %	Asian/Pacific Islander
_____ %	American Indian/ Alaskan Native	_____ %	Other (Specify)

_____ % **Total** (should equal 100%)

Client Age Group:

_____ %	0 – 12 years old	_____ %	19 – 29 years old
_____ %	13 – 18 years old	_____ %	30 – 50 years old
		_____ %	50 + years old

_____ % **Total** (should equal 100%)

Gender:

_____ %	Female
_____ %	Male
_____ %	Other _____
_____ %	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.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States State _____	
<input type="checkbox"/> Other Country _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select 'not required' if the Business Entity is a General Partnership.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If "No" explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered.	
1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

1.5 Does the Business Entity have an active Charities Registration Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If Exempt/Explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application		
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____		
1.7 Is the Business Entity's principal place of business/Executive Office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', does the Business Entity maintain an office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.		
1.8 Is the Business Entity's principal place of business/executive office:		
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____		
Is space shared with another Business Entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____		
Address _____		
City _____	State _____	Zip Code _____ Country _____
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.		
Name	Title	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.		
Name	Title	

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no proceed to section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE
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III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? ? If “Yes” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES	
6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
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VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.	
Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed". Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes", did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for your claim.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
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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 or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and 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.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

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	<i>Third Party Revenue*</i> <small>Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)</small>
(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?

YES

Approved Rate (%) : _____

Contractor must attach a copy of federally approved rate agreement.

NO

Amount Requested (\$) : _____

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:

Rate Requested (%) : _____

If the rate being requested on this contract exceeds the rate supported by latest audited financials, attach justification.

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.

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

Subcontracts/Consultants

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.

Agency/Name

Description of Services

Amount

Total : _____

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.

SERVICE DEFINITIONS

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

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.

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

Enhanced Outreach

The goal of enhanced outreach is to connect high-risk and hard-to-reach individuals to caring and empowering service communities. Enhanced outreach is individualized and client-centered. Its purpose is to build a trusting relationship between a client and an outreach worker in a single encounter or through a series of encounters. Enhanced outreach is the first stage of care for individuals who may not trust “the system.”

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,

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

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.

Process evaluation compares measurable workplan projections with actual performance data addressing the characteristics of the program and the targeted populations, assesses whether timelines were met, and documents unforeseen challenges in implementation and the process for addressing them

Outcome evaluation assess the effectiveness of various interventions and services, including, but not limited to: the use of Knowledge, Attitude, Belief, and Behavior (KABB) surveys to measure whether interventions/services have enhanced the desired beliefs, skills and/or behaviors in the target populations; measuring success in connecting people with needed services and actual receipt of such services; and client satisfaction surveys.

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.

**STANDARD GRANT CONTRACT WITH APPENDICES
STATE**

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:

1. 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 621B 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.G.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-c 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-c 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.

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APPENDIX A-1
(REV 1/08)

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 an 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. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. 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.
13. 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** - Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-25.3; 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR**
- **DB-120.1 -- Certificate of Disability Benefits Insurance OR**
- **DB-155 -- Certificate of Disability Benefits Self-Insurance**

14. 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.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. 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 of a complete and accurate audit of the program, by the STATE, it may become necessary to extend the process to include foundations or other closely allied corporations which have as a primary goal the benefit and/or promotion of the CONTRACTOR. This extended audit would be pursued only to the extent of identifying funds received from or to be used for operation of the program, the purposes of such funds and is not intended as a monitoring device of the foundation or closely allied corporations as such.
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 subcontract 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 B
BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
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Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE:	_____

Other Than Personal Service

Category	Amount
Supplies	
Travel	
Telephone	
Postage	
Photocopy	
Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: **(required)**

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. 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 _____ 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:

- ① 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
- ② if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a 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:

- ① the end of the first monthly/quarterly period of this AGREEMENT; or
- ② if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that the 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 cancelled.

- 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 ____ days after the end 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/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ 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 expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

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

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

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ 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

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, 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

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ 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

_____ (Organization Name) _____ 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.

APPENDIX D

PROGRAM WORKPLAN (sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

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

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 1-800-962-5055; 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 existirías: _____

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 revelar 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 revelar 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.

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

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 VIH² 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 _____

Attachment 11

Sample Letter to Receive Notification of RFA Updates and Modifications

Thomas Tallon
NYSDOH/AIDS Institute
Empire State Plaza
Corning Tower, Room 384
Albany, New York 12237

RFA #08-0003
Upper Manhattan Community Service Program

Dear Mr. Tallon:

This letter is to request that our organization be notified, via the email address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: <http://www.nyhealth.gov/funding/>

E-mail address: _____

Sincerely,