RFA Number: 08-0004/FAU#080611144

New York State Department of Health (DOH)
Health Research, Inc. (HRI)
AIDS Institute
Division of HIV Health Care
Bureau of HIV Ambulatory Care Services
Substance Abuse Section

REQUEST FOR APPLICATIONS

OUTREACH, HIV PREVENTION AND PRIMARY CARE SERVICES FOR SUBSTANCE USERS

KEY DATES

RFA Release Date:	**May 18, 2009**
Questions Due:	**June 3, 2009**
RFA Updates and Questions and Answers Posted:	**June 16, 2009**
Letter of Interest Due:	**June 24, 2009**
Applications Due:	**July 2, 2009**

Contact Name and Address:

Diane Rudnick
New York State Department of Health
AIDS Institute
90 Church Street, 13th Floor
New York, NY 10013

Table of Contents

IX. ATTACHMENTS

Attachment 1: Standard New York State Grant Contract with Appendices
Attachment 1A: Standard Health Research, Inc. Contract with Appendices
Attachment 2: Sample Letter of Interest Form
Attachment 3: Application Cover Page
Attachment 4: Application Check List
Attachment 5: Service Grid and Time Line (Components A, B, C)
Attachment 6A: Budget Forms Instructions
Attachment 6B: Budget Forms
Attachment 7: Population Data Sheet
Attachment 8: Sample Letter of Commitment Form from Executive Director or Chief Executive Officer
Attachment 9: Sample Letter of Commitment from Board of Directors or Equivalent Official
Attachment 10: Board of Directors/Task Force Form (if applicable)
Attachment 11A: Vendor Responsibility Questionnaire Instructions
Attachment 11B: Vendor Responsibility Questionnaire
Attachment 11C: Vendor Responsibility Attestation
Attachment 12: Funding History for HIV Services
Attachment 13: Agency Capacity Information
Attachment 14: HIV Quality Improvement Standards
Attachment 15: AIDS Institute Reporting System (AIRS)
Attachment 16: Electronic Medical Records (EMR)

Applications must be received by 5:00 PM on July 2, 2009 at the following address:

Valerie White
Deputy Director, Administration and Data Systems
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 478
Albany, New York 12237

I. INTRODUCTION

The New York State Department of Health (NYSDOH), AIDS Institute (AI) and Health Research, Inc. (HRI) announce the availability of state and federal funds to develop, support and expand human immunodeficiency virus (HIV) enhanced outreach, prevention, and primary care services for substance users in and out of drug treatment.

A. BACKGROUND/INTENT

HIV and AIDS Epidemic in New York State

New York continues to be the epicenter of the HIV/AIDS epidemic. As of December 31, 2005, NYS reported that 112,308 New Yorkers are living with HIV/AIDS and 101,698 have died of AIDS. New York also leads the nation in cumulative number of AIDS cases (172,051) and in the number of people living with AIDS (70,353). Also, less than 6 years after the implementation of HIV reporting, NYS leads the nation with 41,955 reported cases of HIV infection. NYS cases represent 18.4% of the United States (US) cumulative AIDS cases and 16.3% of cases of persons living with AIDS in the US.

Compared to the total number of persons living with HIV/AIDS in the US, NYS has a greater proportion of cases among people of color (87.8% vs. 67.4%) and women (31.6% vs. 25.7%).

HIV and AIDS Epidemic Among Substance Users in New York State

The HIV/AIDS epidemic in New York is more complex than in most states in the US. At Year End 2005, 38.0% cumulative AIDS cases were injection drug-related: 65,307 were male and female injecting drug users (IDUs) and 5,227 were men who have sex with men (MSM) who also inject drugs, i.e. MSM/IDU. In contrast, by Calendar Year 2005, among people living with HIV/AIDS (PLWHA), 25% of persons were IDUs and only 7.8% of newly diagnosed HIV cases were classified as injection-related.

Further, over a third (36.2%) of women living with HIV/AIDS at Year End 2005 had been infected through heterosexual contact including, of course, heterosexual contact with male IDUs. A number of recent studies have reported that sexual contact may be of higher risk to IDUs and partners than injection-related risk. Moreover, between 1990 and 2001, HIV prevalence among IDUs in NYC has declined from 54% in 1990 to 13% in 2001 and appears to continue to drop. This decline is attributed, in great part, to the increase in safer injection practices supported by extension of syringe exchange and expanded syringe access programs in NYS.

While these successes are laudable, challenges remain. Nine percent of all new HIV diagnoses made during calendar year 2005 occurred among “late testers”, i.e. individuals who received both an HIV and AIDS diagnosis concurrently or within 12 months of receiving their initial HIV positive test result. Given the natural history of unrecognized and untreated HIV disease, each of these individuals may have been infected for up to 10-12 years, raising the possibility of transmission of HIV to others during this extended period of infectiousness.

The New York State Office of Alcoholism and Substance Abuse Services (OASAS) estimates as many as 171,000 New Yorkers are at risk of HIV infection because of current or former substance use. Approximately 108,000 substance users are in treatment in New York State, 60,000 of which are in New York City. Many drug users in New York State are not in treatment because appropriate treatment is either not available or because these substance users are not ready for treatment.

HIV prevention has been largely focused on education and behaviors to avoid HIV infection in non HIV-infected persons. Since 1998, the estimated number of new infections in the U.S. remained at 40,000 per year. In 2005, New York State added 4,829 new AIDS cases and 2,988 new HIV cases. Of the 7,817 newly diagnosed HIV/AIDS cases in New York State, 6,071 were in New York City. Despite increased use of antiretroviral therapy, HIV incidence and transmission remains high, particularly among substance users and their sexual and needle sharing partners. This suggests that further reduction in HIV transmission requires new strategies, especially strategies that emphasize secondary HIV prevention. In addition, many substance users and partners are not identified early in their HIV disease and are not receiving HIV medical care.

Major goals of this RFA are to reduce HIV transmission among substance users and their sexual and needle sharing partners and to decrease the number and percentage of persons presenting with late diagnosis of HIV infection and AIDS. The strategies to be funded through this RFA include recommendations from providers and clients and incorporate federal recommendations and consensus goals issued by the Centers for Disease Control and Prevention (CDC) and the Health Resources and Services Administration (HRSA) for persons infected with HIV. These recommendations emphasize the importance of early diagnosis of HIV infection, access to care, engagement and retention in care. Specifically, this RFA will seek to:

- Increase access to HIV testing, resulting in earlier identification and diagnosis of HIV infection;
- Increase linkages to care and treatment for persons testing HIV positive to promote early access to HIV medical services;
- Employ strategies that increase retention in care and adherence to treatment and that promote harm reduction and prevention with positives interventions;
- Assure that persons in medical care receive optimal treatment, measured by quality indicators, including “undetectable viral load;”
- Assure linkages and referrals to a full range of addiction services for active substance users.

Prospective applicants should be committed to strategies that expand and incorporate HIV testing and prevention in medical care services; emphasize engagement and retention in medical care; ensure quality of care; and transition active users into addiction services.

This solicitation will fund programs that: employ current evidence-based approaches, harm reduction practices and interventions; expand and integrate HIV prevention and HIV testing in medical care; employ strategies that prevent HIV transmission and promote optimal health outcomes; and facilitate transition to medical care and drug treatment.

B. DESCRIPTION OF PROGRAM

Three HIV service models will be funded under this RFA. Applicants may apply for Components A **or** B and C through separate applications. Applicants **cannot** apply for both Components A and B. For all components, preference will be given to applications that target communities of color and to applicants that have at least two years of experience with administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.

COMPONENT A

Onsite Primary Medical Care, Retention in Care, and Prevention for HIV-Positive Substance Users in Drug Treatment Settings

Component A focuses on serving HIV-positive substance users in drug treatment where the facility requests funds to provide medical care. The purpose of this component is to fund HIV medical care and activities that support and enhance engagement and retention in continuous care. Prevention with HIV positive persons and activities promoting optimal health outcomes are also fundable under this component.

COMPONENT B

Prevention with Positives and Retention in Care for HIV-Positive Substance Users in Drug Treatment Settings

Component B focuses on services for HIV-positive substance users in substance abuse treatment programs (SATP) without HIV primary medical care onsite and SATPs that provide HIV medical care but are not requesting funding for HIV medical care services through this RFA. Component B differs from Component A in that it does not fund medical services provided in drug treatment settings. Applicants are required to provide services that support and enhance retention in continuous HIV medical care and to confirm that patients are receiving HIV health care. In addition, applicants are required to provide prevention services to HIV-positive persons (health education/risk reduction) that stop HIV transmission, and promote optimal health outcomes.

COMPONENT C

Enhanced Outreach, HIV Testing, and Transition to Drug Treatment Services for Active Substance Users who are Currently not in Drug Treatment

Component C focuses on serving active substance users not in treatment. The purpose of this component is to assist active injection drug users and other substance users to access drug treatment, find out their HIV serostatus, and to assist HIV positive substance users to enter both drug treatment and HIV health care. This includes identifying active substance users interested in pursuing detoxification and drug treatment; encouraging active users, especially persons who are HIV positive, to pursue recovery and to enter detoxification and treatment interventions; making counseling and onsite rapid HIV testing available to all participants so they can learn their HIV serostatus; and providing health education and risk reduction counseling. Applicants that do not provide syringe exchange services are expected to work with syringe exchange programs in their target region.

Applicants are required to have established bi-directional referral linkages with the substance abuse treatment community. Copies of the bi-directional referral linkages should be submitted as an attachment to this RFA. The bi-directional agreements should be in effect prior to the submission of this RFA. Effective the date of the filing of this application in response to Component C of this solicitation, all applicants must have a current Clinical Laboratory Improvement Amendments (CLIA) Certificate of a Waiver for HIV rapid testing. A copy of the waiver must be attached to the application.

C. AVAILABLE FUNDING

Up to $8,875,014 will be awarded. Funds under this solicitation are intended to supplement, enhance or expand, not supplant, existing resources and services. Sources of support for this RFA are subject to change but at this time include:

- $1,344,408 in funds from Ryan White HIV/AIDS Treatment Modernization Act
- $3,023,302 in HIV Prevention Cooperative Agreement funds from the Centers for Disease Control and Prevention (CDC)
- $4,507,304 in funds appropriated from New York State

Individual award amounts will vary depending on component, number of program sites, size of the population to be reached, intensity of activities to be conducted, services to be provided, availability of similar HIV resources and agency capacity.

COMPONENT A

Onsite Primary Medical Care, Retention in Care, and Prevention for HIV-Positive Substance Users in Drug Treatment Settings

Anticipate funding up to 10 – 15 awards
Awards will range from $200,000 - $400,000
Applicants submitting a proposal for multiple sites may be awarded up to $600,000

Maximum funding available for all awards under Component A: $6,250,000

The New York State Department of Health recognizes that some drug treatment providers have multiple clinics serving large numbers of clients in different locations. It is the applicant's responsibility to fully demonstrate why additional funds would be necessary to provide the proposed services. While all budget requests are expected to be completely justified, applicants requesting more than $400,000 should justify the need for additional funding and describe a service model that will be implemented at multiple locations. **Funding will be allocated by region for Component A. Agencies with multiple sites will be assigned to a region based upon the proposed site serving the largest number of clients. For the purposes of this RFA each borough of New York City is considered a region.**

Component A Regions	Number of Awards
Bronx	**1 – 8**
Brooklyn	**1 – 8**
Manhattan	**1 – 8**
Queens	**1 – 8**
Richmond (Staten Island)	**1 – 8**
Rest of New York State (Area outside of NYC)	**1-3**

The number of anticipated awards per region will provide optimal coverage of the funded services. If there are an insufficient number of acceptable (score of 70 or above) applications received from any region, the NYSDOH AI/HRI reserve the right to fund the highest scoring applicant(s) for each region **or** to apply funding to other regions. NYS/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding. Should there be decreases in availability of funding, awards will first be made to Component A, then to Component B and lastly to Component C.

COMPONENT B

Prevention with Positives and Retention in Care for HIV-Positive Substance Users in Drug Treatment Settings

Anticipate funding 6 – 7 awards
Awards will range from $75,000 - $100,000
Applicants submitting a proposal for multiple sites may be awarded up to $200,000

Maximum funding available for all awards under Component B: $750,000

The New York State Department of Health recognizes that some drug treatment providers have multiple clinics serving large numbers of clients in different locations. It is the applicant's responsibility to fully demonstrate why additional funds would be necessary to provide the proposed services. While all budget requests are expected to be completely justified, applicants requesting more than $100,000 should justify the need for additional funding and describe a service model that will be implemented at multiple locations. **Funding will be allocated by region for Component B. Agencies with multiple sites will be assigned to a region based upon the proposed site serving the largest number of clients. For the purposes of this RFA each borough of New York City is considered a region.**

Component B Regions	Number of Awards
Bronx	**1 – 2**
Brooklyn	**1 – 2**
Manhattan	**1 – 2**
Queens	**1 – 2**
Richmond (Staten Island)	**1 – 2**
Rest of New York State (Area outside of NYC)	**1-2**

The number of anticipated awards per region will provide optimal coverage of the funded services. If there are an insufficient number of acceptable (score of 70 or above) applications received from any region, NYSDOH/HRI reserves the right to fund the highest scoring applicant(s) for each region **or** to apply funding to other regions. NYSDOH/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding. Should there be decreases in availability of funding, awards will first be made to Component A, then to Component B and lastly to Component C.

COMPONENT C

Enhanced Outreach, HIV Testing, and Transition to Drug Treatment Services for Active Substance Users who are Currently not in Drug Treatment

Anticipate funding 11 – 22 awards
Awards will range from $150,000 – $250,000

At a minimum, funding available for awards under Component C is $1,875,014.

Funding will be allocated by region for Component C. Agencies with multiple sites or mobile van(s) will be assigned to a region based upon the proposed site serving the largest number of clients. For the purposes of this RFA each borough of New York City is considered a region. For the areas outside of New York City (rest of state) a region is defined by the counties within a designated area.

Component C Regions	Number of Awards
New York City: **Boroughs of the Bronx, Brooklyn, Manhattan, Queens and Richmond (Staten Island)**	**1 – 5 per each borough of New York City**
Long Island **(Nassau and Suffolk counties)**	**1 – 2**
Hudson Valley **(Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)**	**1 – 2**
Northeastern New York **(Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties)**	**1 – 2**
Central New York and Southern Tier **(Cayuga, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tompkins, Broome, Chenango and Tioga counties)**	**1 – 2**
Finger Lakes **(Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne and Yates counties)**	**1 – 2**
Western New York **(Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties)**	**1 – 2**

The number of anticipated awards per region will provide optimal coverage of the funded services. If there are an insufficient number of acceptable (score of 70 or above) applications received from any region, NYSDOH/HRI reserves the right to fund the highest scoring applicant(s) for each region **or** to

apply funding to other regions. NYSDOH/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding. Should there be decreases in availability of funding, awards will first be made to Component A, then to Component B and lastly to Component C.

II. WHO MAY APPLY (Eligibility Requirements)

Applicants may apply for Components A or B and C through separate applications. Applicants cannot be funded for both Component A and Component B.

For all components, preference will be given to applicants:

- **that target communities of color, and**
- **who have at least two years of experience in the effective oversight of administrative, fiscal, and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports.**

COMPONENT A

Onsite Primary Medical Care, Retention in Care, and Prevention for HIV-Positive Substance Users in Drug Treatment Settings

Applicant Eligibility Requirements

Applicants must meet all of the following eligibility requirements:

- Substance Abuse Treatment program licensed by the New York State Office of Alcoholism and Substance Abuse Services;
- Licensed Article 28 provider;
- Applicants must propose providing continuous HIV primary care services to a minimum of 90 HIV-positive clients in their existing drug treatment population, including graduates who receive their medical care at the facility.

COMPONENT B

Prevention with Positives and Retention in Care for HIV-Positive Substance Users in Drug Treatment Settings

Applicant Eligibility Requirements

Applicants must meet all of the following eligibility requirements:

- Substance Abuse Treatment program licensed by the New York State Office of Alcoholism and Substance Abuse Services;
- Substantiate an average daily drug treatment census of 500 or more clients;
- Substantiate a minimum of 75 HIV-positive clients in drug treatment.

COMPONENT C

Enhanced Outreach, HIV Testing, and Transition to Drug Treatment Services for Active Substance Users who are Currently not in Drug Treatment

Applicant Eligibility Requirement

Applicants must meet the following eligibility requirement:

- Not for profit community-based organizations, including but not limited to New York State Syringe Exchange Programs (SEP) authorized under Section 80.135, Title 10 of the Official Codes, Rules and Regulations of New York State and local government agencies.
- Effective the date of the filing of this application the organization must have a current Clinical Laboratory Improvement Amendments (CLIA) Certificate of a Waiver for HIV rapid testing.

III. SCOPE OF SERVICES

COMPONENT A

Onsite Primary Medical Care, Retention in Care, and Prevention for HIV-Positive Substance Users in Drug Treatment Settings

A-1 EXPECTATIONS OF THE PROJECT

Component A focuses on services that support and enhance engagement and retention in continuous HIV medical care, ensure quality medical services, coordinate care, integrate prevention services into HIV medical care to stop HIV transmission and promote optimal health outcomes.

A-2 GUIDING PRINCIPLES

1. Reduce transmission of human immunodeficiency virus (HIV) through strategies that prevent HIV transmission by HIV-positive persons and incorporate prevention/behavioral interventions that are evidence-based, ongoing and have measurable outcomes. Services should reinforce the importance of preventing HIV/AIDS transmission and supporting optimal health in persons living with HIV and AIDS. Services should be based on interventions that are designed to change persons' knowledge, attitudes, behaviors and practices in order to reduce personal health risks. Services should be developed to address sexual risk behaviors, especially heterosexual behaviors, which are the major cause of HIV transmission among substance users.
2. Increase retention in continuous HIV care to improve health outcomes and to attain undetectable or significantly reduced HIV viral load to help reduce the possibility of transmission.

3. Incorporate case management services for HIV-positive persons to promote access to and retention in care, integration and coordination of services and improved quality of life.
4. Increase HIV testing in health care settings. At minimum, consented HIV testing should be routinely (at least annually) provided by the drug treatment medical staff as part of admissions and annual physical examinations. **The AIDS Institute recommends consented HIV testing more frequently than annually to patients at high risk for HIV.**
5. Adhere to explicit qualifications and expectations for HIV primary care services. HIV primary care is expected to be delivered in accordance with the AIDS Institute (AI) clinical guidelines and standards (www.hivguidelines.org).
6. Implement a structured Continuous Quality Improvement (CQI) program to ensure the quality of HIV medical care. Programs are required to implement a CQI program for HIV services and report on select performance measures and program indicators using HIVQUAL software.
7. Participate in the Substance Use Learning Network. Grantees are required to participate in a peer-based Substance Use Learning Network.
8. Participate in local Ryan White (RW) Care Network and services must be guided by the RW regional needs assessments.
9. Incorporate consumer input to help guide the design, implementation and delivery of HIV services. Grantees are required to develop a formal mechanism to ensure consumer involvement and input.
10. Implement patient self-management strategies/interventions. Grantees are required to incorporate patient self-management strategies/interventions as part of an effective approach to improve health outcomes.

A-3 PROGRAM SERVICES

The following services (1-18) will be expected from applicants funded under Component A of this RFA.

1. Streamlined HIV pre test counseling for clients with unknown status;*
2. Confidential, consented HIV testing integrated into routine medical care for clients with unknown status;*
3. Education and skills training for clients and staff regarding opioid overdose prevention, including information about the administration of Naloxone. Applicants interested in prescribing Naloxone must register with the NYS Department of Health Opioid Overdose Prevention Program (onsite or by referral);
4. Education and skills training for clients and staff regarding access to sterile syringes and disposal of used syringes, including Syringe Exchange Programs (SEPs) and the Expanded Syringe Access Program (ESAP) (onsite or by referral);
5. HIV primary medical care for HIV-positive clients;
6. Subspecialty services for HIV-positive clients, including:
    - Nutritional services (onsite or by referral)
    - Gynecological services (onsite or by referral)
    - Oral health (onsite or by referral)
7. Clinical care coordination for HIV-positive clients;
8. Hepatitis Services (HCV screening and referral to diagnostic and treatment services; HAV and HBV screening, treatment and vaccination; hepatitis prevention counseling) for HIV-positive clients;
9. STI screening and referral for HIV-positive clients;

10. Intensive post test counseling for newly identified HIV-positive clients;*
11. Partner Counseling Assistance and Referral for HIV-positive clients;
12. Prevention services with persons infected with HIV/AIDS. All HIV-positive persons should be assessed (with bi-annual reassessment) for prevention needs with a corresponding individualized prevention plan;
13. Retention in Care Strategies and Activities for HIV-positive clients;
14. Supportive case management for HIV-positive clients;
15. Comprehensive case management for HIV-positive clients(onsite or by referral);
16. Mental health assessment for HIV-positive clients;
17. Mental health therapeutic services for HIV-positive clients(onsite or by referral);
18. Evidence-based individual and/or group behavioral interventions, such as motivational counseling and DEBIs for HIV-positive clients;

**Note: Funding awarded through this RFA will not support dedicated counselors. Rather, it is expected that counseling and testing will be integrated with medical care. Funding may be requested if needed for a phlebotomist or technician to assist with testing.*

Eligible applicants are expected to provide the services <u>onsite</u> except where the option for referral is indicated. Services provided by referral cannot be funded through this RFA. Funding for services provided onsite may be requested under this RFA. Applicants will be required to describe how all required services will be provided, including those for which funding is requested through this RFA and those for which funding is not requested. Bi-directional linkage agreements are required for all services that are provided by referral. Letters of Support will not be accepted to meet this requirement.

COMPONENT B

Prevention with Positives and Retention in Care for HIV-Positive Substance Users in Drug Treatment Settings

B-1 EXPECTATIONS OF THE PROJECT

Component B focuses on services for HIV-positive substance users (1) in substance abuse treatment programs (SATP) that do not have HIV primary medical care onsite, and (2) in SATPs that have HIV primary medical care onsite but are not requesting funding through this RFA for HIV medical care services.

Applicants are required to provide services that support and enhance retention in continuous HIV medical care and to provide prevention services for HIV-positive persons (health education/risk reduction) to stop HIV transmission and promote optimal medical outcomes.

B-2 GUIDING PRINCIPLES

1. Reduce transmission of human immunodeficiency virus (HIV) through strategies that prevent HIV transmission by HIV-positive persons and incorporate prevention/ behavioral interventions that are evidence-based, ongoing and have measurable outcomes. Services should reinforce the importance of preventing HIV/AIDS transmission and supporting optimal health in persons living with HIV. Services should be based on interventions that are designed to change persons' knowledge, attitudes, behaviors or practices in order to reduce personal health risks to self and others. Services should be developed to address sexual risk behaviors, especially heterosexual behaviors, which are the major cause of HIV transmission among substance users.
2. Increase retention in continuous HIV care to improve health outcomes and to attain undetectable or significantly reduced HIV viral load, which helps to reduce the possibility of secondary transmission.
3. Incorporate case management services for HIV-positive persons to promote access to care and increase retention in care, integration and coordination of services, and improved quality of life.
4. Increase HIV testing in health care settings. At minimum, consented HIV testing should be routinely (at least annually) provided by the drug treatment medical staff as part of admissions and annual physical examinations. **The AIDS Institute recommends consented HIV testing more frequently than annually to patients at high risk for HIV.**
5. Incorporate consumer input to help guide the design, implementation and delivery of HIV services. Grantees are required to develop a formal mechanism to ensure consumer involvement.
6. Participate in local Ryan White (RW) Care Network and services must be guided by the RW regional needs assessments.

B-3 PROGRAM SERVICES

The following services (1-13) will be expected from applicants funded under Component B of this RFA.

1. Streamlined HIV pre test counseling for clients with unknown status;*
2. Confidential, consented, HIV testing integrated into routine medical care clients with unknown status;*
3. Education and skills training for clients and staff regarding opioid overdose prevention, including information about the administration of Naloxone. Applicants interested in prescribing Naloxone must register with the NYS Department of Health Opioid Overdose Prevention Program (onsite or by referral);
4. Education and skills training for clients and staff regarding access to sterile syringes and disposal of used syringes, including Syringe Exchange Programs (SEPs) and the Expanded Syringe Access Program (ESAP) (onsite or by referral);
5. Intensive HIV post test counseling for newly identified HIV-positive clients;*
6. HIV prevention services with persons infected with HIV/AIDS. All HIV-positive persons are expected to be assessed (with bi-annual reassessment) for prevention needs with a corresponding individualized prevention plan;
7. Supportive Case Management for HIV-positive clients;

8. Partner Counseling Assistance and Referral for HIV-positive clients;
9. Retention in Care Strategies and Activities for HIV-positive clients;
10. Comprehensive Case Management for HIV-positive clients (on-site or by referral);
11. Mental health assessment for HIV-positive clients;
12. Mental health therapeutic services for HIV-positive clients (on-site or by referral);
13. Individual and/or group evidence-based behavioral interventions, such as motivational interviewing and DEBIs for HIV-positive clients;

> **Note: Funding awarded through this RFA will not support dedicated counselors. Rather, it is expected that counseling and testing will be integrated with medical care. Funding may be requested if needed for a phlebotomist or technician to assist with testing.*

Eligible applicants are expected to provide the services onsite except where the option for referral is indicated. Services provided by referral cannot be funded through this RFA. Funding for services provided onsite may be requested under this RFA. Applicants will be required to describe how all required services will be provided, including those for which funding is requested through this RFA and those for which funding is not requested. Bi-directional linkage agreements are required for all services that are provided by referral. Letters of Support will not be accepted to meet this requirement.

COMPONENT C

Enhanced Outreach, HIV Testing, and Transition to Drug Treatment Services for Active Substance Users who are Currently not in Drug Treatment

C-1 EXPECTATIONS OF THE PROJECT

Component C focuses on serving active substance users not in treatment.

The purpose of this component is to actively assist current injection drug users and other substance users to enter drug treatment, know their HIV serostatus, and to guide HIV-positive substance users into recovery and HIV health care by:

- Reaching and engaging active substance users not in substance use treatment;
- Guiding HIV-positive individuals into HIV medical care and addiction services, tracking referrals and confirming appointments while maintaining compliance with applicable confidentiality regulations, including 42 CFR (OASAS confidentiality regulations);
- Holding bi-directional linkages and working relationships with various modalities of substance use treatment (addiction services), including detoxification (both inpatient and ambulatory); methadone maintenance (MMTP); maintenance to abstinence (MTA); residential; chemical dependence ambulatory and buprenorphine services; and having direct referral linkages with OASAS licensed detoxification and drug treatment programs;
- Having established linkages with SEPs and Expanded Syringe Access Programs;
- Having a current Clinical Laboratory Improvement Amendments (CLIA) Certificate of a Waiver for HIV rapid testing.

- Offering opioid overdose prevention education, including information about the administration of Naloxone and the NYS Department of Health Opioid Overdose Prevention Program.

C-2 GUIDING PRINCIPLES

1. Increase outreach to and engagement with active substance users not in substance use treatment.
2. Increase access to and acquisition of HIV testing for substance users not in substance use treatment. Identify active substance users and encourage HIV testing.
3. Increase the availability of rapid HIV testing. Make counseling and rapid HIV testing available onsite and provide testing to all participants so they can learn their HIV serostatus.
4. Increase access to and acquisition of substance use services. Provide direct assistance to active substance users to enter detoxification and drug treatment, especially HIV-positive active substance users.
5. Participate in local Ryan White (RW) Care Network and services must be guided by the RW regional needs assessments.

C-3 PROGRAM SERVICES

The following services (1-11) will be expected from applicants funded under Component C of this RFA.

1. Enhanced, evidence-based outreach and/or in-reach;
2. HIV testing (not through referral), using rapid test technology. Effective the date of the filing of this application applicant must have a current Clinical Laboratory Improvement Amendments (CLIA) Certificate of a Waiver for rapid testing. A copy of the waiver must be attached to the application.
3. Assisted referral to recovery and addiction services for active substance users;
4. Assisted referral that results in entry into detoxification and drug treatment services for HIV-positive persons. This includes acquisition of the required documentation to qualify for Medicaid, behavior change counseling to prepare clients to enter detoxification and drug treatment services, and educating clients about various drug treatment modalities;
5. Assisted referral to partner notification services for persons testing HIV positive;
6. Assisted referral that results in timely entry to HIV health care services for HIV-positive persons, including follow-up to ensure service acquisition;
7. Education and skills training for clients and staff regarding opioid overdose prevention, including information about the administration of Naloxone. Applicants interested in prescribing Naloxone must register with the NYS Department of Health Opioid Overdose Prevention Program (onsite or by referral);
8. Education and skills training for clients and staff regarding access to sterile syringes and disposal of used syringes, including Syringe Exchange Programs (SEPs) and the Expanded Syringe Access Program (ESAP) (onsite or by referral);
9. Hepatitis A, B, and C education for clients and linkages for testing, vaccination and treatment;
10. Education on sexually transmitted infections and linkages for testing and treatment;
11. Confirmation of outcome of all referrals, including to detoxification and addiction services, HIV health care, mental health services;

Eligible applicants are expected to provide the services onsite except where the option for referral is indicated. Services provided by referral cannot be funded through this RFA. Funding for services provided onsite may be requested under this RFA. Applicants will be required to describe how all required services will be provided, including those for which funding is requested through this RFA and those for which funding is not requested. Bi-directional linkage agreements are required for all services that are provided by referral. Letters of Support will not be accepted to meet this requirement.

IV. ADMINISTRATIVE REQUIREMENTS

A. ISSUING AGENCIES

This RFA is issued by the NYS Department of Health/AIDS Institute (The Department) and Health Research, Inc. (HRI). The Department and HRI are responsible for the requirements specified herein and for the evaluation of all applications.

B. QUESTION AND ANSWER PHASE

All **substantive questions** must be submitted in writing to **aisarfa2009bml@health.state.ny.us** or mailed to:

Diane Rudnick
New York State Department of Health
AIDS Institute
90 Church Street, 13th floor
New York, New York 10013

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until June 3, 2009.

Questions of a **technical** nature can be addressed in writing to **aisarfa2009bml@health.state.ny.us** or via telephone by calling Kate Lansing at 518-486-6806. Technical questions can also be mailed to:

Kate Lansing
New York State Department of Health
AIDS Institute
Corning Tower, Room 429
Albany, New York 12237

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 clarification and expectations, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on the Department of Health's public website at: http://www.nyhealth.gov/funding/ and Health Research Incorporated's website at: http://www.healthresearch.org/funding/

Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's and on the Health Research Incorporated's websites. All such updates will be posted by June 16, 2009.

C. APPLICANT CONFERENCE AND LETTER OF INTEREST

An applicant conference will not be held for this solicitation.

NYSDOH and HRI encourage, but do not require, prospective applicants to submit a Letter of Interest. If you are submitting a Letter of Interest please do so by June 24, 2009 to:

Kate Lansing
New York State Department of Health
AIDS Institute
Corning Tower, Room 429
Albany, New York 12237

A sample letter of interest format is included as Attachment 2 to this RFA.

Submission of a letter of interest is not a requirement for submitting an application.

D. HOW TO FILE AN APPLICATION

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications **WILL NOT** be accepted*****. Applications via fax or email **WILL NOT** be accepted.

Valerie White
Deputy Director, Administration and Data Systems
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 478
Albany, New York 12237

Applicants shall submit one (1) original, signed, unbound application and six (6) complete copies, with attachments. The original should be clearly identified and bear the signature of the Executive Director or Chief Executive Officer (see Attachment 8 Sample Letter of Commitment). In addition, the original application should bear the signature of the Chairperson of the applicant's Board of Directors or equivalent official (Sample letter of Commitment from Board of Directors - Attachment 9). Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document.

Applicants applying for multiple components are expected to submit a separate application package for each component. Each application should meet all RFA requirements and include all attachments except for Attachments 1, 6A, 11A and 15, which are for the applicant's information, only, and Attachment 2, the Sample Letter of Interest Form.

Applicants should pay special attention to Attachment 4, "Application Checklist," to ensure that each application package contains all required documents and signatures, including the Agency Contact Information Form – Attachment 12.

*It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

E. NYSDOH AND HRI RESERVE THE RIGHT TO:

1. Reject any and all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive and/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 NYSDOH and the State Comptroller, or HRI as appropriate.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State or HRI.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the NYSDOH or HRI are unsuccessful in negotiating a contract with a selected applicant within an acceptable timeframe, NYSDOH and HRI may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of NYSDOH or HRI.
8. The NYSDOH reserves the right to award contracts based on geographic or regional considerations to serve the best interests of the State or HRI.

F. TERM OF CONTRACT

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

It is expected that contracts awarded under this RFA will be for 12-month terms. However, depending on the funding source the initial contract term could be for a shorter time period. The anticipated start date of contracts is **October 2009**. Awards may be renewed for up to 4 additional annual contract periods based on satisfactory performance and availability of funds.

Please note: *The Payment Methods and Reporting Requirements (Section IV. G.), requested budget format (Section V. A-6) and Contract Language (Attachments 1 and 1A) included in this RFA were designed for cost based contracting. The AIDS Institute is currently developing systems that will allow for the implementation of performance based contracts. It is the AIDS Institute's intent to transition to performance based contracts for this initiative by*

2011. As such, payment and reporting requirements, budgets and contract language may be renegotiated during the second and subsequent annual renewal processes.

G. PAYMENT METHODS AND REPORTING REQUIREMENTS

1. NYSDOH and HRI may, at their discretion, make an advance payment to not for profit contractors in an amount not to exceed twenty-five (25) percent for the State and twenty (20) percent for HRI.

2. The contractor will be required to submit monthly invoices and required reports of expenditures to the State or HRI designated payment office:

Substance Abuse Initiative, AIDS Institute
New York State Department of Health
Empire Plaza Station
P.O. Box 2112
Albany, New York 12220

For State contracts, payment of such invoices by the NYS DOH shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: **Monthly vouchers**.

3. The contractor will be required to submit the following periodic reports:
   - Monthly narrative report of activities;
   - Monthly data report;
   - Annual HIVQUAL report for applicants providing HIV primary care.

For State contracts, payment and reporting requirements will be detailed in Appendix C of the final grant contract. For HRI contracts, payments and reporting requirements will be detailed in Exhibit "C" of the final contract.

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, provided in Attachment 11B.

To enroll in and use the New York State VendRep System, see the VendRep System instructions available at www.osc.state.ny.us/vedrep 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 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us.

In addition to the on-line or paper submission of the **Vendor Responsibility Questionnaire**, vendors should also complete and submit the **Vendor Responsibility Attestation** (Attachment 11C) with their application.

FOR STATE CONTRACTS ONLY (I AND J)

I. GENERAL SPECIFICATIONS

1. By signing a "Letter of Commitment" by the Executive Director or Chief Executive Officer (see Attachment 8 for sample letter format) each applicant attests to its express authority to sign on behalf of the applicant.

2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department/HRI during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter to the application.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default

    a. The services to be performed by the Applicant shall be at all times subject to the discretion and control of the Department/HRI 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/HRI, acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.

c. If, in the judgment of the Department/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of HRI/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 HRI or the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. APPENDICES INCLUDED IN NYSDOH CONTRACTS

The following appendices (Attachment 1 – New York State Agreement) will be incorporated into any contract resulting from this RFA:

Appendix A Standard Clauses for All New York State Contracts
Appendix A-1 Agency Specific Clauses
Appendix A-2 Program Specific Clauses – Standard Clauses for all AIDS Institute Contracts
Appendix B Budget
Appendix C Payment and Reporting Schedule
Appendix D Program Work Plan
Appendix E Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier And/Or the Worker's Compensation Board, of coverage for:

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

- **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR

- **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**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR

  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 you receive an award.

K. FOR HRI CONTRACTS ONLY

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications (Attachment 1A - HRI Agreement):

Attachment A General Terms and Conditions - Health Research, Incorporated Contracts
Attachment B Program Specific Clauses-AIDS Institute
Attachment C Federal HIPAA Business Associate Agreement
Attachment D AIDS Institute Policy regarding Access to and Disclosure of Personal Health Related Information
Attachment F Content of AIDS-Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments and Educational Sessions in Centers for Disease Control Assistance Programs

V. COMPLETING THE APPLICATION

Applicants should conform to the format prescribed below. Use the Application Cover Page (Attachment 3) to ensure all required documents are included in the application. Applications should not exceed 18 double-spaced typed pages (not including the program summary, budget and attachments) using a 12-pitch type with one inch margins on all sides. Pages should be numbered consecutively, including all attachments. **Failure to follow these guidelines may result in a reduction of up to 4 points.**

Please respond to each of the following statements and questions. Your responses comprise your application**. Number/letter your narrative to correspond to each statement and question in the order presented below.** Be specific and complete in your response. Indicate if the statement or question is not relevant to your agency or proposal. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Applicants applying for more than one component must submit a separate application, including budget pages and attachments, for each component.

1. Program Summary **1 Page (not included in overall page limit)**
Not Scored

Summarize your proposed program and objectives to meet specific goals of this RFA. Briefly identify your program design, target population, number of persons to be served, services and interventions to be provided onsite and by referral, geographic areas/regions to be served and service delivery sites. Also, indicate any anticipated outcomes of your proposed program.

2. Statement of Need **Up to 3 pages**
Maximum Score: 10 points

All Components must address the following:

a. Include statistics that demonstrate the impact of HIV on your agency's service population. Reference any documents and or reports used to demonstrate need within your service population and service area.

b. Identify and describe geographic areas to be served by your proposed project.

c. Identify and briefly describe: your agency's cooperative relationship with organizations providing the same or similar services as your agency in your service area; how your agency's services will not duplicate other services in your geographic area; and how your agency plans to coordinate with other organizations to provide maximum benefits to your service population.

d. Complete the Population Data Sheet **(Attachment 7--does not count against the page limit.)**

Components A & B only must address the following additional requirements:

e. Describe how your agency meets minimum drug treatment census requirements.

f. Indicate the total number of HIV-positive persons receiving drug treatment at your agency and describe how that number was calculated.

g. Describe how your agency will identify clients in need of retention in care services. Identify potential barriers to retention in care and how your agency will address these barriers. Indicate the kinds of assessments that will be used to identify barriers to retention and assessments to measure progress in reducing barriers to retention.

Component A only must address the following additional requirements:

h. Indicate the projected number of persons who will receive HIV primary medical care at your agency and describe how that number was calculated. To

substantiate capacity and need, and **maintain a caseload of at least 90 HIV-positive clients,** at minimum applicants should consider:

(i) Number of clients currently receiving continuous HIV primary care onsite;

(ii) Number of clients known to be HIV-positive and not in continuous care at another site;

(iii) Proportion of clients with unknown HIV serostatus that are expected to test HIV positive based on projected seroprevalence figures that can be supported through experience or research

HIV-positive clients known to be receiving continuous medical care at another facility should <u>not</u> be considered as potential clients.

Component C only must address the following additional requirement:

e. Describe the level and types of drug use in your targeted region including sources for your data such as input from local providers, surveys and published research.

3. Applicant Organization **Up to 3 pages**
Maximum Score: 15 points

All Components must address the following:

a. Describe your agency including its mission; identify any licenses relevant to your proposed project; identify HIV and non-HIV services provided to the target population; kind of drug treatment modality(ies) offered at your agency (if applicable), locations where services are provided and access to public transportation and transportation services provided by your agency for the target population.
b. Describe your agency's service population, including gender, age, racial and ethnic background, and socioeconomic status.
c. Describe your agency's experience and success in providing culturally and linguistically appropriate services.
d. Describe your agency's organizational structure and administrative capacity, including executive management, fiscal management, information systems technology; involvement of board members (if applicable). Identify the expertise of your agency's board of directors. The following two attachments should be completed to support this section of your application.
<u>Attachment 13</u>: Identify and describe the staff responsible for Program Management, Administrative/Fiscal management, Information Technology, and Quality/Evaluation.
<u>Attachment 10:</u> List all members of the Board of Directors/Taskforce (if applicable). (**Attachments do not count against the page limit.)**
e. Describe your agency's expertise and success in incorporating input from your target and/or client population. Give specific examples of how information is

gathered from the target population and how it was used to improve and/or modify services at your agency.

f. Describe success of your agency in providing services, and implementing new programs and interventions to the target population. Identify and describe all HIV-related services and activities, length of time services have been in operation, and number and characteristics of people served by these services. The following attachment should be completed to support this section of your application.
Attachment 12: Provide HIV funding history for your organization for past three years.

g. Describe how your proposed project will be integrated into your existing services and service delivery plan. Attach an organizational chart showing how your proposed service/program will be integrated into your existing service delivery plan **(organizational chart does not count against the page limit.)**

h. Identify and describe your agency's experience and successes working collaboratively with other agencies providing services to your target population. Include any letters/agreements of collaboration with service organizations, networks and planning bodies.

i. Describe your agency's capacity for collecting and reporting client-level data through computer-based applications.

j. Describe your experience in the effective oversight of administrative, fiscal, and programmatic aspects of government contracts.

Component C only must address the following additional requirements:

k. Identify your agency's experience and organizational capacity to reach and engage active users, especially injectors.

l. Identify your agency's experience and organizational capacity to encourage active users, especially persons who are HIV-positive to pursue recovery and to enter detoxification and treatment.

m. Identify any bi-directional agreements and working relationships your agency has with varying modalities of substance use treatment. Copies of the bi-directional service agreements should be submitted as attachments to this RFA.

n. Describe how your agency directly provides access to clean syringes and/or has an established linkage with a SEP and/or the Expanded Syringe Access Program (ESAP).

o. Describe your agency's experience providing HIV rapid testing. Effective the date of the filing of this application the applicant must have a current Clinical Laboratory Improvement Amendments (CLIA) Certificate of a Waiver for rapid testing.

4. Program Activities **Up to 8 Pages**
Maximum Score: 35 points

All Components must address the following referring to Section III, Scope of Services for specific guidance on each component:

a. Describe the design and structure of the proposed program/services.

b. Identify and describe your proposed program outcome goals and related objectives and services/activities.
c. Explain how each activity and objective will be implemented and how it will achieve its related outcome goal.
d. Identify and describe how each expected activity/service (See section III, A-3, B-3 or C-3) funded through this program will be integrated into existing service delivery at the applicant organization. For required services for which funding is not requested, include a brief description of those services and how they are supported.
e. Describe how your agency will ensure that services are culturally and linguistically relevant to the service population.
f. Identify the number and characteristics of clients served by each service and the duration of each service.
g. Describe how clients will be involved in the ongoing design, implementation and success of your proposed project.
h. Describe each staff person's role in your proposed project. Indicate each staff person's required qualifications and expertise and whether this person is an existing staff person. Describe a management and supervisory structure for this project. Identify which staff person will be responsible for the overall implementation and evaluation of this project.
i. Indicate the kinds of training that will be available to project staff and who will provide this training to ensure quality of program services.
j. Complete the Service Grid and Time Line Form **(Attachment 5--does not count against the page limit.)**
k. Append copies of current bidirectional linkage agreements for all services that will be provided through referral in your application. **(Bidirectional linkage agreements do not count against the page limit.)**

Components A & B only must address the following additional requirements:

l. Describe how HIV counseling and testing will be offered as part of routine medical screening and care at your agency.
m. Describe how you will assess the prevention needs of HIV-positive clients at your agency and what strategies you will use to address those needs. This should include strategies for addressing heterosexual transmission.
n. Describe your strategies for linking and engaging those HIV-positive clients not receiving medical care or receiving only episodic care, in continuous care, either at your agency or with another provider.
o. For HIV-positive clients receiving medical care at another agency, describe your strategies for supporting their maintenance in continuous care with their chosen provider. Describe how you will coordinate your efforts with that provider.
p. Describe the service model that will be implemented and number of locations.
q. Describe your strategies for ensuring that clients on your HIV primary care caseload are retained in continuous care, are adherent with on and off site medical appointments and prescribed medications.

Component A only must address the following additional requirements:

r. Describe your engagement strategies for clients new to your HIV primary care caseload.

Component C only must address the following additional requirements:

l. Describe the enhanced outreach and/or in-reach model that your agency will utilize to reach active substance users.
m. Describe substance use treatment resources in your service region, including programs providing detoxification and buprenorphine services.
n. Describe how you will implement an expanded HIV rapid testing program, including onsite confirmatory testing.
o. Describe the service model to be implemented and the geographic regions to be covered.

5. Evaluation/Quality Improvement Design **Up to 4 Pages**
Maximum Score: 20 points

All Components must address the following:

a. Describe your agency's overall plan for monitoring the effectiveness of each service/activity; provide specific indicators and measures that will be used to determine whether services are meeting the needs of clients and the goals of the project. Indicate how often each service/activity will be evaluated and who will be responsible for implementing the evaluation plan.
b. Describe how often and how your agency will ensure that client input is part of the overall service/program evaluation plan.
c. Complete Attachment 15: AIDS Institute Reporting System.
d. L**icensed Article 28 providers only**: Complete Attachment 16: Electronic Medical Records (EMR)
e. Describe how your agency will use the results of evaluation activities to improve program services.

Component A only must address the following additional requirements:

f. Describe the organizational structure of your agency's Quality Improvement Program, including indicators and data that are monitored and reviewed.
g. Describe how HIV Quality Improvement is integrated into your agency's overall Quality Improvement structure. (See HIV Quality Improvement Standards at www.hivguidelines.org and Attachment 14.)
h. Describe an example of a Quality Improvement project undertaken by your agency, including how the need was identified, the project design and outcome.
i. Describe your agency's experience with data collection and management tools such as HIVQUAL to track and monitor quality performance.

Component C only must address the following additional requirements:

f. Describe how referrals to detoxification, drug treatment and health care services will be tracked, including confirmation that the service has been received.
g. Describe how clients will be tracked after they enter detoxification through completion and entry into drug treatment.

6. Budget

No Maximum Page Limit
(All budget pages not included in overall page limit.)
Maximum Score: 20 points

All Components should consider the following when completing the budget forms (Attachment 6B):

a. Applicants should assume a twelve (12) month budget with a start date of **October 2009**.
b. All costs must directly relate to the provision of this RFA and be reasonable, cost effective and consistent with the scope of services described in program narrative.
   - It is strongly recommended that agencies hire or ensure that qualified staff with the appropriate intervention skills and educational background are available to conduct specialized interventions, such as motivational interviewing, prevention with positives, retention in care interventions and other interventions identified in your program design.
   - It is strongly recommended that agencies hire or ensure that qualified staff with the appropriate data management skills and educational background are available to provide staff training in and conduct system administration, collect and input data, report and extract generation and timely submission, assure security and confidentiality of data, provide quality control and technical support.
c. Provide a brief narrative justification for each item.
d. For all existing staff, including peers, the Budget Justification must identify how the percentage of time devoted to this initiative was determined.
e. Grant funding may be used to support up to 20 percent of a clinician's time for program development and direction, quality improvement, education and training, provision of treatment adherence and risk reduction services, and case conferencing with other members of the multi-disciplinary team. The 20 percent limit does not apply to a clinician whose job description is primarily administrative and/or supervisory.
f. Successful applicants will be required to maximize third party revenue for HIV counseling, testing, medical care, and other reimbursable services. Each grantee will be required to track revenue which is generated by the grant-funded HIV program, and make this revenue available to the grant-funded program, either to expand HIV services or to offset other expenses incurred by the contractor that are directly related to the HIV program. AIDS Institute approval is required to allocate

third party revenues generated by a grant-funded HIV program. **Revenue that is generated by clinicians should be reflected in the "Third Party Revenue" column of the budget of the application. (See Budget Instructions, Attachment 6A.)**

g. Applicants proposing to serve multiple site locations should demonstrate a budget to support proposed activities.
h. Funding may be requested under the administrative cost line to support a portion of the agency's overall organizational structure to the extent that it allows a funded applicant to implement program activities. This includes funding for administrative and fiscal staff, supervisors and support personnel and other than personal service costs such as a share of space, supplies, telephone, and other expenses indirectly associated with program implementation and service delivery. Agencies without a federally approved rate may request up to 10% of total direct costs. Agencies with a federally approved rate greater than or equal to 20% may request up to 20%; agencies with a federally approved rate of less than 20% may request their approved rate.
i. ***Funding may only be used to expand existing activities and create new activities pursuant to this RFA. Funds may not be used to supplant funds for currently existing staff and activities.*** However, agencies currently funded by the AIDS Institute to serve substance users may apply for continuation and/or modification of program services.
j. Ineligible budget items will be removed from the budget before the budget is scored. Ineligible items are those items determined by NYSDOH personnel to be inadequately justified in relation to the proposed workplan or not fundable under existing state and federal guidance (OMB circulars). The budget amount requested will be reduced to reflect the removal of the ineligible items.

VI. REVIEW AND AWARD PROCESS

The AIDS Institute will form a review committee. The review committee will consist of staff from the AIDS Institute and other Department of Health units. For the purpose of reviewing individual proposals, the review committee members will be assigned to teams consisting of three members each. One member of each team will be designated as team leader. Three-person teams will be convened to evaluate each assigned application using a specially designed review tool with an objective rating system. The review process will assess applications for meeting all eligibility requirements and guidelines set forth in this solicitation. (Applicants failing to provide all response requirements or failing to follow the prescribed format outlined in the RFA may have points deducted.) All review committee members will be required to complete the conflict of interest disclosure/confidentiality agreement form.

All applications meeting the eligibility requirements and guidelines will then be considered by the review committee.

In addition to the applicant responses to each section of the RFA, applications will be assessed on the following:

- Overall merit of the application;
- Clarity of the application;

- Geographic coverage.
- Demonstrated need for proposed services and potential impact on reducing HIV infection within the service area;
- Appropriateness of proposed program design, evaluation and quality improvement plans;
- Justification of costs to carry out the proposed program design;
- Availability of similar services in applicant service area;
- Agency capacity and experience to provide proposed services.
- Agency experience in the effective administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.

In determining the amounts of awards, reviewers will consider the following factors:

- Ineligible items;
- Size of region/area and population to be served;
- Magnitude of activities and services to be provided; consideration will be given to applications proposing services at multiple sites/clinics, overall size of the facility and number of clients.

Awards will be made to the highest scoring applicants for each component; with respect to the maximum award amounts per component, anticipated ranges of individual awards and regional coverage considerations outlined for each component in Section I., Part C. of the RFA.

The AIDS Institute anticipates that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall into one of three categories: 1) not approved, 2) approved but not funded, 3) approved and funded. If additional funding becomes available for this initiative, additional monies will be awarded in the same manner as outlined in the award process described above.

The AIDS Institute reserves the right to visit the proposed program site of any organization/agency not familiar to the AIDS Institute. The purpose of this visit would be to confirm that the agency has appropriate facilities to carry out the proposed program services and evaluation activities described in the application for funding.

In cases where two or more applicants for funding are judged on the basis of their written proposals, to be equal in quality, these applicants might be invited to meet with AIDS Institute staff to help distinguish among the applicants based on responses to structured questions.

Following the awarding of grants from this RFA, applicants can request a debriefing from the NYSDOH Substance Abuse Initiative no later than three months from the date of the awards announcement. This debriefing will be limited to positive and negative aspects of the subject application.

VII. SERVICE DEFINITIONS

Access to Addiction Services are services that assist active injection and non-injection drug users to access drug treatment and health care. Services should focus on identifying clients who are seeking detoxification and/or drug treatment and encouraging clients, in general, to consider recovery, an appropriate treatment modality and level of drug treatment. Services should include preparing a client for referral(s) to detoxification and/or treatment by providing short term counseling for emotional support regarding what to expect in drug treatment, accessing documentation, and cultivating linkages and referrals with the chemical dependence treatment community.

Case Management Services includes intake and assessment of the client's (family's) health and service needs, development of a service plan, implementation of a plan and coordination of services, monitoring of service provision, reassessment, revision of a service plan and discharge or closure when appropriate. There are two models.

- Supportive Case Management serves HIV-positive clients with needs that can be addressed in the short term, or who still requires a maintenance level of periodic support after completing comprehensive case management, or for clients who are not ready or willing to participate in comprehensive case management.

- Comprehensive Case Management serves HIV-positive clients with multiple and complex psychosocial and/or health-related needs and their families/close support system. These services may require a longer investment of time than supportive case management.

Care Coordination ensures that HIV-positive clients enrolled in primary care services receives other services, such as nutritional assessments, substance abuse and mental health interventions, treatment adherence support, prevention education, and partner notification. Care Coordination also includes coordination of inpatient and outpatient care, referrals to specialists, follow-up for referrals and missed appointments, and strong communication between all involved service providers.

Consumer Participation
Applicants are required to demonstrate that consumers would participate in program development and have an ongoing and active role in improving/enhancing the program. Successful applicants will be required to develop strategies for on-going client participation in the HIV program through consumer advisory groups, focus groups and other opportunities.

Continuous Quality Improvement (CQI)
CQI is a formal, structured approach to evaluating program performance by measuring an agency's success in meeting its qualitative and quantitative objectives. CQI includes a systematic approach for ongoing data collection, evaluation for setting program priorities, planning program changes, monitoring and sustaining ongoing improvement. Successful programs should have clearly defined indicators to measure performance in various areas of

program functioning. Opportunities for improvement are identified and form the basis of specific CQI projects.

Data Management and Reporting Systems
To accurately report contract deliverables and other relevant data through the AIDS Institute Reporting System (AIRS), adequate resources, policies, procedures and systems must be in place. These should include:

- System Administration
- Staff Training
- Data Collection and Input
- Report and extract generation and timely submission
- Security and confidentiality
- Quality Control
- Technical Support

Engagement in Medical Care is a strategy that proactively assists a HIV-positive person to enter care. Engagement strategies focus on creating a welcoming, low threshold environment and orienting new patients to the people, services and systems that will impact their care. Specific engagement protocols should be established and may include strategies, such as contacting a patient immediately after the first medical visit to elicit any impressions or answer questions. Program staff should have engagement strategies for all HIV-positive individuals who they are in contact with but are not ready to enter care, refuse medical care, or are engaged in only episodic care. Plans should be developed that help move these clients toward accepting and participating in continuous medical care.

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."

Expanded Syringe Access Program (ESAP)
ESAP permits pharmacies registered in New York State's Expanded Syringe Access Program to sell or furnish up to 10 syringes at a time to adults, 18 years or older, without a prescription. Under this program, health care providers (doctors and others who can prescribe syringes) may also furnish syringes.

Evaluation
The definitions for the various kinds of evaluation listed below assume that an organization is appropriately staffed and managed, fiscally solvent and fulfilling its mission.

Program Evaluation:
Is a system to determine whether a program is accomplishing its goals, meeting the needs of clients/patients and having a positive impact on clients/patients health outcomes. Program evaluation is essentially collecting and assessing qualitative and quantitative information/data about a program or an aspect of a program in order to make informed decision(s) about a program.

Program evaluation includes different kinds of assessments (evaluations), including formative, summative, goal-based, process and outcome. The kind of evaluation process you choose depends on what you want to learn about your program/service.

- In planning a program **(formative evaluation)**, you would need to know which services would attract persons with HIV/AIDS to the program, which services would make it relatively easy for persons to enter care, and which services would help people with HIV stay in care and adhere to appropriate treatment plans. This could be accomplished by reviewing existing data or through a focus group discussion, administering a survey/questionnaire, or through interviews with clients/patients who need additional support to enter and/or stay in care/treatment).
- In measuring how effective program services/programs **(goal-based evaluation)** are in meeting an agency's predetermined goals and objectives, you would need to:
    - Identify program goals with measurable objectives/activities;
    - Have a means for determining the progress or status of meeting your goals/objectives/activities, such as a specified time line in the implementation plan;
    - Determine whether staff has adequate resources to achieve goals.

- In measuring/knowing how a program produces its results or operates, consider using a **process-based evaluation.** This kind of evaluation is useful in making changes to an existing program/service, correcting inefficiencies in delivering program services and for describing a program or replicating a program. In designing a process evaluation know:
    - Which criteria were used to select a specific service/intervention and who was involved in the selection, e.g. staff, clients;
    - What was required of staff to deliver this service/intervention;
    - Which kinds of training, experiences, professional licenses do staff need to deliver this service;
    - How clients/patients access this service/intervention and what is required of clients/patients;
    - How are clients/patients involved in assessing and providing feed back on services;
    - How client concerns and comments incorporated into service and service delivery.

- An **outcome evaluation** determines whether clients/patients are benefiting from participating in the program and whether a program is providing the appropriate services/intervention. An outcome evaluation helps determine/measure whether an intervention/service helped to improve the health status of a client/patient, such as decreased HIV viral load. In designing an outcome evaluation:
    - Identify major outcomes of the program (e.g. decreased viral load; increase adherence to treatment; increased retention in care);
    - Prioritize outcomes and select the most important outcomes to measure;
    - Specify measurable indicators for each outcome, such as number of clients/patients' enter and remain in health and mental health services, support groups, detoxification and drug treatment or other substance abuse program as a result of interventions.;

- Specify a target goal, e.g. number or percent of clients that will achieve the target goal, e.g. "70% of active injectors will enter and complete detoxification as a direct result of the program service (identify indicators);"
- Identify information needed to show that the program achieved its outcomes, such as number of clients completing an intervention adhered to treatment and had a decreased HIV viral load.

Evidence-based Behavioral Interventions are individual and group behavioral, social and structural interventions relevant to HIV risk reduction, which have been tested using a methodologically rigorous design, and have been shown to be effective in a research setting. Evidence-based interventions have been evaluated using behavioral or health outcomes; have been compared to a control/comparison group (or pre-post data without a comparison group if a policy study); had no apparent bias when assigning persons to intervention or control groups or where adjusted for any apparent assignment bias; and, produced significantly greater positive results when compared to the control/comparison group, while not producing adverse consequences.

Harm reduction is a set of practical steps that can be taken to help individuals reduce the negative consequences of activities or behaviors in which they engage. It is a process that offers interventions, over time, which maximizes risk reduction where absolute risk elimination is not a current option. Individuals who will not or cannot abstain from risky behaviors are provided with choices that are consistent with the person's wishes and abilities at the time while reducing the risk of related harm. The development of positive relationships with participants in a client-oriented, non-judgmental, incremental fashion is the basis of the overall approach.

For HIV, a comprehensive harm reduction program includes:

- provision of new injection equipment, condoms, dental dams, and bleach kits with instructions on their proper use;
- risk reduction education and counseling on the importance of avoiding the sharing of syringes and other injection equipment, safer injection techniques, and safer sex practices;
- behavioral interventions; and
- referrals to HIV counseling and testing, health care, substance use programs, and social services.

Hepatitis Services

Patients receiving on-site HIV primary care are expected to be screened for HAV, HBV, and HCV. HAV and HBV vaccinations should be provided as part of routine medical care. Where treatment is indicated, it should be provided on-site or through a strong linkage agreement. Programs are expected to have case management protocols in place to support clients through the HCV evaluation and treatment process, along with counseling to support necessary life style changes (e.g. reducing alcohol consumption).

HIV Primary Care

Primary medical care, care coordination and some sub-specialty care for clients accepting care on-site. HIV care will be provided by an HIV specialist, in accordance with AIDS Institute HIV specialist policy. Click on "Policy" on www.hivguidelines.org.

HIV Quality Program (HIVQUAL) is a program to build capacity and capability to sustain quality improvement in care delivered to persons with HIV. The HIV Quality Program entails developing, planning, facilitating, implementing, and evaluating an area for improvement. Steps to quality improvement projects are to review, collect and analyze data, develop a project team, investigate the process, evaluate the results and implement changes. Click on "Quality of Care" on www.hivguidelines.org.

HIV Testing/Rapid HIV Testing
The expectation is that consented HIV testing is incorporated into routine medical care with streamlined HIV pre test counseling in health care settings and drug treatment programs. For example, consented HIV testing would be routinely provided by drug treatment medical staff as part of admission and during an annual physical examination. Rapid HIV testing would be made available and provided as requested. Incorporating HIV antibody testing into routine medical care can be carried out by drawing an additional blood sample. In most cases, HIV pre test counseling would be streamlined, using group presentations, videos and printed materials. However, in some situations, an extensive individualized pre test and risk assessment might be required (e.g., language barriers or incidents of trauma).

In reach interventions and activities focus on providing services to and engaging an agency's in-house clients. In reach activities can be conducted in waiting areas and/or during client in-take processes. In reach activities would also include integrating HIV-related services into other agency programs such as drug treatment, mental health or prenatal care.

Mental Health Services should be part of an integrated system of care for persons living with HIV/AIDS including clinical care (HIV and mental health), case management, and substance abuse treatment**.** The following services should be available on-site through the mental health programs:

- Intake/assessment and evaluation;
- Treatment planning;
- Crisis intervention;
- Psychotherapy; and
- Mental health care coordination.

Programs are expected to ensure that clients have timely access to psychiatric services, including medication management, and to psychiatric rehabilitation and in-patient services. Mental health services must be provided by mental health professionals who are licensed to practice in New York State. This includes psychiatrists, psychologists, nurse practitioners, masters level psychiatric nurses, and masters level social workers. Individuals with Masters Degrees in Social Work or Counseling may also be part of the clinical team when supervised by a licensed mental health professional.

In addition, providers are expected to have a system where clients receive an annual evaluation and referral for treatment when the program is at capacity or another provider or service is more appropriate to meet client needs. The annual assessment should include the following:

- Cognitive function;
- Screening for depression and anxiety;

- Psychiatric history;
- Psychosocial assessment; and
- Sleeping and appetite assessment.

Opioid Overdose Prevention
Drug overdose is a significant problem in NYS. Recent NYC data indicate that more than 900 fatalities resulted from accidental overdose during 2004. Nearly 70% of these deaths involved the use of opioids/heroin. On April 1, 2006, a new life-saving law made it legal for non-medical persons to administer Naloxone (Narcan), in NYS to another individual to prevent an opioid/heroin overdose from becoming fatal. Applicants funded under this RFA must provide, at a minimum, training and educational materials that foster staff and client awareness regarding "Opioid Overdose Prevention." Agencies interested in implementing and operating an "Opioid Overdose Prevention Program" that includes the capacity to prescribe Naloxone (Narcan) must register with the New York State Department of Health. Eligible providers are licensed health care facilities, health care practitioners, drug treatment programs, not-for-profit community-based organizations and local health departments. These programs train individuals how to respond to suspected overdoses including the administration of Naloxone.

Optimal Health Outcomes are very low or undetectable HIV viral load and/or decrease in HIV conditions and severity of HIV disease as a result of treatment adherence, retention in primary care, mental health, and addiction services, when indicated. Optimal health outcome is linked to case management, sexual and drug risk reduction, including alcohol reduction, smoking cessation, appropriate nutrition, support services and stable housing.

Partner Notification Assistance Counseling and Skills Building
Partner notification assistance is the process of educating HIV-positive clients about the importance and responsibility for informing past and present sexual and needle-sharing partners of their exposure to HIV. Partner notification assistance involves discussing different options available to HIV-positive persons for notifying partners. Skills building includes assisting HIV-positive clients in developing notification skills to enable them to self-notify partners. Clients can develop notification skills through coaching, role-playing/modeling, and other relevant skills-building activities and techniques, and through discussions of how to handle potentially problematic situations, which could develop through notification. Multiple sessions may be needed before clients are comfortable with the notification process. Public health staff can provide partner assistance counseling and referral services through the PartNer Assistance Program (PNAP) in all areas outside of NYC and through the Contact Notification Assistance Program (CNAP) in NYC.

Prevention Services with persons infected with HIV/AIDS (Prevention with Positives) are designed to change behavior 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 skills needed to reduce or eliminate high-risk behaviors and sustain behavior change. If necessary, clients should be linked to services which support efforts to prevent further transmission, such as sexual risk reduction counseling, support groups, and providing condoms, lubricants, information on SEP and ESAP, referral to detoxification and chemical dependence treatment.

Quality of Care
The New York State Department of Health is committed to promoting the quality of HIV clinical services to persons with HIV. All agencies receiving grant funding for HIV clinical services are required to develop and maintain continuous quality improvement (CQI) programs, which meet AIDS Institute standards. Although the design of such programs may differ according to size and staffing of the HIV clinical service, the CQI program should be able to furnish the information needed by providers to assess their performance and measure progress in improving the quality of services. For more information, see Quality of Care on www.hivguidelines.org.

Retention in Continuous Care
Advances in HIV treatment allow HIV-positive persons to live longer, healthier lives. However, these advances are not evenly spread across socioeconomic, racial and ethnic groups. Encouraging persons living with HIV and AIDS (PLWHA) to access and remain in care is crucial to addressing disparities in HIV-related mortality. Regular engagement in primary medical services is a key determinant of health status. Applicants are expected to demonstrate a well-defined strategy to target persons who are not in care or in sporadic care. The goal of retention in continuous care is to reduce HIV-related morbidity by:

- Assisting PLWHA who are not in care access and remain in care;
- Assisting PLWHA who are in sporadic care to obtain regular care.

Substance Use Learning Network (SULN) is a peer-based learning collaborative which provides a structured group learning environment focusing on quality improvement activities for HIV care providers. The aim of this collaborative is to close the gap between best practices and actual performances. The goals of the Learning Network are to:

- Improve the quality of HIV care and services;
- Build capacity for quality improvement by increasing competency in performance measurement and QI methodologies at the provider level;
- Promote the development of a quality management infrastructure that supports ongoing quality activities;
- Identify and promote best practices through group discussion of strategies, common problems and interventions to improve care.

SULN is comprised of grant-funded drug treatment programs providing HIV primary care, retention in continuous care strategies and prevention with positive interventions. Participation in the SULN is required of all agencies funded through this solicitation for Components A and B.

Syringe Exchange Program (SEP) is a program where individuals can exchange used syringes for new, sterile syringes to reduce the risk of transmitting HIV/AIDS through injection drug use. SEPs are agencies (community based organizations, hospitals or local health departments) with waiver approval from the Commissioner of the New York State Department of Health to conduct a comprehensive harm reduction/syringe exchange program. Delivery of services may be through storefronts, mobile van/street based sites, walking a specific route in a pre-approved location, single room occupancy (SRO) hotels and hospitals. Injection drug use is the main criteria for enrollment. Services are confidential and anonymous. Clients are issued a pre-approved number of syringes on their first encounter and

are asked to return them at their next encounter. Clients are given training on safe disposal of used syringes if they are unable to return syringes to the SEP.

Treatment Adherence Counseling and Support focuses on the importance of following a designated treatment plan, including properly taking all medications for the full duration of the treatment; maintaining effective communication between the patient and provider network; making informed medical decisions; accessing essential support services, making and keeping follow-up appointments; and maintaining healthy behaviors. Adherence also requires following dosing, scheduling, and storage. Coordinating medical care and substance abuse treatment or harm-reduction services may increase adherence among substance users.

VIII. HIV/AIDS/SUBSTANCE ABUSE WEBSITES

New York State Department of Health (NYSDOH)	www.nyhealth.gov
NYSDOH AIDS Institute Clinical Guidelines and Quality of Care	www.hivguidelines.org
NYSDOH AIDS Institute Reporting System (AIRS)	www.ursny.org
New York City Department of Health and Mental Hygiene	www.nyc.gov/health
Office of Alcoholism and Substance Abuse Services (OASAS)	www.oasas.state.ny.us
Substance Abuse and Mental Health Services Administration (SAMHSA)	www.samhsa.gov
National Institutes of Health (NIH)	www.nih.gov
National Institute on Alcohol Abuse and Alcoholism (NIAAA)	www.niaaa.nih.gov
U.S. Centers for Disease Control and Prevention (CDC)	www.cdc.gov
Health Resources and Services Administration (HRSA)	www.hrsa.gov
Institute for Healthcare Improvement (IHI)	www.ihi.org

ATTACHMENTS

STANDARD NEW YORK STATE GRANT CONTRACT WITH APPENDICES

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):

_____

CONTRACTOR (Name and Address):

_____

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:
__ __ - __ __ - __ __ or ( ) EXEMPT:
(If EXEMPT, indicate basis for exemption):

_____

CONTRACTOR HAS( ) HAS NOT( ) TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.

_____

CONTRACTOR IS( ) IS NOT( ) A SECTARIAN ENTITY

CONTRACTOR IS( ) IS NOT( ) A NOT-FOR-PROFIT ORGANIZATION

NYS COMPTROLLER'S NUMBER: _____

ORIGINATING AGENCY CODE:

_____

TYPE OF PROGRAM(S)

_____

INITIAL CONTRACT PERIOD

FROM:

TO:

FUNDING AMOUNT FOR INITIAL PERIOD:

_____

MULTI-YEAR TERM (if applicable):
FROM:
TO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
_____	APPENDIX ___	_____
_____	APPENDIX ___	_____

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

_____	.	_____
	.	Contract No. _____
_____	.	_____
CONTRACTOR	.	STATE AGENCY
_____	.	_____
By: _____	.	By: _____
(Print Name)		(Print Name)
_____	.	_____
Title: _____	.	Title: _____
Date: _____	.	Date: _____
	.	
	.	State Agency Certification:
	.	"In addition to the acceptance of this contract,
	.	I also certify that original copies of this signature
	.	page will be attached to all other exact copies of
	.	this contract."
_____	.	_____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE	.	STATE COMPTROLLER'S SIGNATURE
_____	.	_____
Title: _____	.	Title: _____
Date: _____	.	Date: _____

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 convenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

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-2.

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.

APPENDIX A-1
(REV 10/08)

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 and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

d) The terms *covered transaction, debarred, suspended, ineligible*, *lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.

g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

a) The prospective lower tier participant certifies, by submission of this

proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

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

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

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. 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; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
        - ♦ Appendix C - Section 11, Progress and Final Reports;
        - ♦ Appendix D - Program Workplan will require OSC approval.

    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**:

    - **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
    - **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**:

    - **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
    - **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 subcontractor does not relieve the CONTRACTOR of its obligation to perform fully under this contract.

11. All such subcontracts shall contain provisions specifying:

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

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

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

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

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

APPENDIX 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

Total Salary _____
Fringe Benefits (specify rate) _____
TOTAL PERSONAL SERVICE: _____

Other Than Personal Service Amount

Category
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:

- ❶ 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

- ❶ 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:

- ❶ the end of the first monthly/quarterly period of this AGREEMENT; or

- ❶ 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.

New York State Department of Health

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 1-800-962-5065; for information regarding federal privacy protection, call the Office for Civil Rights at 1-800-368-1019.

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

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

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

Information in the box below must be completed.

Name and address of facility/person disclosing HIV-related and/or medical information:

_____

_____

Name of person whose information will be released: _____

Name and address of person signing this form (if other than above):

_____

_____

Relationship to person whose information will be released:_____

_____

Describe information to be released:_____

Reason for release of information: _____

Time Period During Which Release of Information is Authorized From: _____ To: _____

Disclosures cannot be revoked, once made. Additional exceptions to the right to revoke consent, if any:

_____

_____

Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment or eligiblity 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.

Please Complete Information on Page 2.

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 _____

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 divulgue 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 informacón 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 existirlas: _____

_____

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.

Complete la información de la página 2.

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

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

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

Firma _____ 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 VIH* conforme a la ley de Responsabilidad y Transferibilidad de Seguros Médicos (HIPAA)

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

Firma _____ Fecha _____

Número de paciente o cliente _____

STANDARD HEALTH RESEARCH, INC. CONTRACT WITH APPENDICES

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. Term - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the Term) unless terminated sooner as hereinafter provided.

2. Allowable Costs/Contract Amount -

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under this reimbursement contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the contract, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. Administrative, Financial and Audit Regulations –

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Contract is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

a) No payments will be made by HRI until such time as HRI is in receipt of the following items:

- Insurance Certificates pursuant to Article 8;
- A copy of the Contractor's latest audited financial statements (including management letter if requested);
- A copy of the Contractor's most recent 990 or Corporate Tax Return;
- A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
- A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Sixty (60) days from termination of the Agreement.

c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.

d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It

is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

6. Indemnity - Contractor agrees to indemnify, defend and hold harmless, HRI, its officers, directors, agents, servants, employees and representatives, the New York State Department of Health, and the State of New York from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to the Contractor or its agents, employees, representatives or subcontractor's performance or failure to perform during and pursuant to this Agreement. In all subcontracts entered into by the Contractor, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

7. Amendments/Budget Changes –

a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

8. Insurance -

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) Types of Insurance--the types of insurance required to be maintained throughout the Term are as follows:

1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.

2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.

3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.

4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

Each Occurrence - $1,000,000
Personal and Advertising Injury - $1,000,000
General Aggregate - $2,000,000

5) If hired or non-owned motor vehicles are used by the Contractor in the performance of this Agreement, Hired and non-owned automobile liability insurance with a combined single limit of liability of $1,000,000.

6) If the Contractor uses its own motor vehicles in the performance of the Agreement, Automobile Liability Insurance covering any auto with combined single limit of liability of $1,000,000.

7) If specified by HRI, Professional Liability Insurance with limits of liability of $1,000,000 each occurrence and $3,000,000 aggregate.

c) The insurance in b) above shall:

1) Health Research, Inc., the New York State Department of Health and New York State, shall be included as Additional Insureds on the Contractor's CGL policy using ISO Additional Insured endorsement CG 20 10 11 85, or CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 01 and CG 20 37 10 01, or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Contractor. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds;

2) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

3) Be reasonably satisfactory to HRI in all other respects.

9. Publications - All written materials, publications, audio-visuals that are either presentations of, or products of the Scope of Work will credit HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

10. Title -

a) Unless noted otherwise in either Attachment B or C hereto, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.

b) Title and ownership of all materials developed under the terms of this Agreement, or as a result of the Project (hereinafter the "Work"), whether or not subject to copyright, will be the property of HRI. The Work constitutes a work made for hire, which is owned by HRI. HRI reserves all rights, titles, and interests in the copyrights of the Work. The Contractor shall take all steps necessary to implement the rights granted in this paragraph to HRI. The provisions of this paragraph shall survive the termination of this Agreement.

11. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses.

12. Non-Discrimination -

a) 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 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, but not limited to managerial personnel, based on any of the factors listed above.

b) The Contractor shall not discriminate on the basis of race, creed, color, sex national origin, age, disability or marital status against any person seeking services for which the Contractor may receive reimbursement or payment under this Agreement.

c) 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 service.

13. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 9 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

14. Site Visits and Reporting Requirements -

a) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

b) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

15. Miscellaneous -

a) Contractor and any subcontractor are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due.

b) This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

e) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

f) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

g) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.

h) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.

i) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

16. Federal Regulations/Requirements Applicable to All HRI Agreements -
The following are federal regulations, which apply to all Agreements; regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

(a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.

(b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the

PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training.*

(c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules.*

17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI - The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination)
5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment)
6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients)

b) Student Unrest If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration of funds provided by this Agreement to any individual who has been engaged or involved in activities describe as "student unrest" as defined in the Public Health Service Grants Policy Statement.

c) Notice as Required Under Public Law 103-333 If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

d) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in a) above shall be complied with as implemented by the Project Sponsor.

The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

e) Medicare and Medicaid Anti-Kickback Statute - Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specially under 42 U.S.C. 1320 7b(b) "Illegal remunerations" which states, in part, that whoever knowingly and willfully;

(1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referred (or induce such person to refer) and individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
(2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease, or order any good, facility, service or item.

For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.

Required Federal Certifications - Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b) The Contractor is not delinquent on any Federal debt.

c) 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 grant, 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.

d) If 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 a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 50, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.

h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and

contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications

Anti-Kickback Act Compliance - If this subject contract or any subcontract hereunder is in excess of $2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of $2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of $2,000 or a non-construction contract in excess of $2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

Clean Air Act Compliance - If this subject contract is in excess of $100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

ATTACHMENT B
PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE

1. **Maximum Reimbursable Amount:** In the event that a **Maximum Reimbursable Amount** has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract ***will not exceed the Maximum Reimbursable Amount***. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.

2. **Transportation Services:** If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917, 93.915 or 93.914** and contractor is providing transportation services, Contractor certifies that it will provide transportation services for HIV positive clients to medical services and support services that are linked to medical outcomes associated with HIV clinical status. Transportation is allowable only to services that are allowable under Ryan White, such as health care services and those support services that are needed to achieve HIV-related medical outcomes. Other transportation services, even if provided to HIV positive clients, are **not** allowable and will not be reimbursed under this Agreement.

3. **Services to Uninfected Persons:** If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917, 93.915 or 93.914**, services may only be provided to uninfected individuals (such as family members) in limited situations. These services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

a) The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.

b) The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent secures medical care or support services.

4. **Confidentiality:**

a) The contractor understands that the information obtained, collected or developed during the conduct of this agreement may be sensitive in nature. The Contractor hereby agrees that its officers, agents, employees and subcontractors shall treat all client/patient information which is obtained through performance under the Agreement, as confidential information to the extent required by the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law) and Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law) and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information.)

b) The Contractor further agrees that its officers, agents, employees and subcontractors shall comply with the New York State Department of Health AIDS Institute policy "Access to and Disclosure of Personal Health Related Information," attached hereto and made a part hereof as Attachment D.

5. **Evaluation and Service Coordination**

a) The Contractor will participate in program evaluation activities conducted by the AIDS Institute at the Evaluation Frequency specified in Exhibit C. These activities will include, but not be limited to, the collection and reporting of information specified by the AIDS Institute.
b) The Contractor shall coordinate the activities being funded pursuant to this workplan with other organizations within its service area providing HIV-related services including, but not limited to: community entities that provide treatment adherence services, including treatment education, skills building and adherence support services; service providers; community based organization, HIV Special Needs Plans; and other agencies providing primary health care to assure the non-duplication of effort being conducted. The Contractor shall develop linkages with these providers in order to effectively coordinate and deliver services to the targeted population. As part of the reporting requirements, the Contractor will advise the AIDS Institute as to the coordination of efforts being conducted and the linkage arrangements agreed to.

6. **Publication:**

a) The CDC Guidelines for the Content of AIDS related Written Materials, Interim Revisions, June 1992 are attached to this Agreement as Attachment E.
b) All written materials, pictorials, audiovisuals, questionnaires or survey instruments and proposed educational group session activities or curricula developed or considered for purchase by the Contractor relating to this funded project must be reviewed and approved in writing by the NYS Department of Health AIDS Institute Program Review Panel prior to dissemination and/or publication. It is agreed that such review will be conducted within a reasonable timeframe. The Contractor must keep on file written notification of such approval.
c) In addition to the sponsor attributions required under paragraph 9, "Publications" of "Attachment A General Terms and Conditions", any such materials developed by the Contractor will also include an attribution statement, which indicates the intended target audience and appropriate setting for distribution or presentation. Examples of statements are attached with Attachment E.

7. **Third-Party Reimbursement:** 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 Medicare Program and reimbursement for services for the uninsured and underinsured through ADAP Plus. If eligible, contractor agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in 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 this Agreement as a result of 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 HRI and the New York State Department of Health AIDS Institute.

8. **Ryan White HIV/AIDS Treatment Modernization Act Participation:** The Contractor agrees to participate, as appropriate, in Ryan White HIV/AIDS Treatment Modernization Act initiatives. The contractor agrees that such participation is essential in meeting the needs of clients with HIV as well as achieving the overall goals and objectives of the Ryan White HIV/AIDS Treatment Modernization Act.

9. **Charges for Services – Ryan White Funded Activities:** If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917,** as specified on the face page of this Agreement, the contractor agrees to the following: Each HIV/AIDS program funded in whole or in part by the Ryan White HIV/AIDS Treatment Modernization Act, that charges for the services funded under this Agreement, shall establish a sliding fee scale for those services which are not specifically reimbursed by other third party payers pursuant to Article 28 of the Public Health Law or Title 2 of Article 5 of the Social Services Law. Notwithstanding the foregoing, no funded program shall deny service to any person because of the inability to pay such fee. All fees collected by the Contractor funded from the Ryan White HIV/AIDS Treatment Modernization Act shall be credited and utilized in accordance with the terms of this Agreement for financial support.

10. **For Harm Reduction Contracts Only:** No funds shall be used to carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug.

Contract Number:_____ Contractor:_____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es)_____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

This amendment *is*__ *is not*__ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

$_____ From ___/_____/____ to ____/____/____.
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

$_____ From ___/_____/____ to ____/____/____.

This will result in new contract terms of:

$ _____ From ___/_____/____ to ____/____/____.
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number:_____ Contractor:_____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By:_____ Date: _____
(signature)

Printed Name:_____

Title:_____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By:_____ Date:_____
(signature)

Printed Name:_____

Title:_____

ATTORNEY GENERAL'S SIGNATURE

By:_____ Date:_____

STATE COMPTROLLER'S SIGNATURE

By:_____ Date:_____

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. Term - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the Term) unless terminated sooner as hereinafter provided.

2. Allowable Costs/Contract Amount -

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under this reimbursement contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the contract, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. Administrative, Financial and Audit Regulations –

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Contract is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

a) No payments will be made by HRI until such time as HRI is in receipt of the following items:

- Insurance Certificates pursuant to Article 8;
- A copy of the Contractor's latest audited financial statements (including management letter if requested);
- A copy of the Contractor's most recent 990 or Corporate Tax Return;
- A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
- A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Sixty (60) days from termination of the Agreement.

c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.

d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It

is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

6. Indemnity - Contractor agrees to indemnify, defend and hold harmless, HRI, its officers, directors, agents, servants, employees and representatives, the New York State Department of Health, and the State of New York from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to the Contractor or its agents, employees, representatives or subcontractor's performance or failure to perform during and pursuant to this Agreement. In all subcontracts entered into by the Contractor, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

7. Amendments/Budget Changes –

a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

8. Insurance -

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) Types of Insurance--the types of insurance required to be maintained throughout the Term are as follows:

1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.

2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.

3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.

4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

Each Occurrence - $1,000,000
Personal and Advertising Injury - $1,000,000
General Aggregate - $2,000,000

5) If hired or non-owned motor vehicles are used by the Contractor in the performance of this Agreement, Hired and non-owned automobile liability insurance with a combined single limit of liability of $1,000,000.

6) If the Contractor uses its own motor vehicles in the performance of the Agreement, Automobile Liability Insurance covering any auto with combined single limit of liability of $1,000,000.

7) If specified by HRI, Professional Liability Insurance with limits of liability of $1,000,000 each occurrence and $3,000,000 aggregate.

c) The insurance in b) above shall:

1) Health Research, Inc., the New York State Department of Health and New York State, shall be included as Additional Insureds on the Contractor's CGL policy using ISO Additional Insured endorsement CG 20 10 11 85, or CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 01 and CG 20 37 10 01, or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Contractor. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds;

2) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

3) Be reasonably satisfactory to HRI in all other respects.

9. Publications - All written materials, publications, audio-visuals that are either presentations of, or products of the Scope of Work will credit HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

10. Title -

a) Unless noted otherwise in either Attachment B or C hereto, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.

b) Title and ownership of all materials developed under the terms of this Agreement, or as a result of the Project (hereinafter the "Work"), whether or not subject to copyright, will be the property of HRI. The Work constitutes a work made for hire, which is owned by HRI. HRI reserves all rights, titles, and interests in the copyrights of the Work. The Contractor shall take all steps necessary to implement the rights granted in this paragraph to HRI. The provisions of this paragraph shall survive the termination of this Agreement.

11. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses.

12. Non-Discrimination -

a) 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 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, but not limited to managerial personnel, based on any of the factors listed above.

b) The Contractor shall not discriminate on the basis of race, creed, color, sex national origin, age, disability or marital status against any person seeking services for which the Contractor may receive reimbursement or payment under this Agreement.

c) 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 service.

13. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 9 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

14. Site Visits and Reporting Requirements -

a) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

b) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

15. Miscellaneous -

a) Contractor and any subcontractor are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due.

b) This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

e) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

f) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

g) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.

h) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.

i) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

16. Federal Regulations/Requirements Applicable to All HRI Agreements -
The following are federal regulations, which apply to all Agreements; regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

(a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.

(b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the

PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training.*

(c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules.*

17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI - The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination)
5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment)
6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients)

b) Student Unrest If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration of funds provided by this Agreement to any individual who has been engaged or involved in activities describe as "student unrest" as defined in the Public Health Service Grants Policy Statement.

c) Notice as Required Under Public Law 103-333 If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

d) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in a) above shall be complied with as implemented by the Project Sponsor.

The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

e) Medicare and Medicaid Anti-Kickback Statute - Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specially under 42 U.S.C. 1320 7b(b) "Illegal remunerations" which states, in part, that whoever knowingly and willfully;

(1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referred (or induce such person to refer) and individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
(2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease, or order any good, facility, service or item.

For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.

Required Federal Certifications - Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b) The Contractor is not delinquent on any Federal debt.

c) 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 grant, 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.

d) If 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 a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 50, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.

h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and

contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications

Anti-Kickback Act Compliance - If this subject contract or any subcontract hereunder is in excess of $2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of $2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of $2,000 or a non-construction contract in excess of $2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

Clean Air Act Compliance - If this subject contract is in excess of $100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

ATTACHMENT B
PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE

1. **Maximum Reimbursable Amount:** In the event that a **Maximum Reimbursable Amount** has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract ***will not exceed the Maximum Reimbursable Amount***. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.

2. **Transportation Services:** If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917, 93.915 or 93.914** and contractor is providing transportation services, Contractor certifies that it will provide transportation services for HIV positive clients to medical services and support services that are linked to medical outcomes associated with HIV clinical status. Transportation is allowable only to services that are allowable under Ryan White, such as health care services and those support services that are needed to achieve HIV-related medical outcomes. Other transportation services, even if provided to HIV positive clients, are **not** allowable and will not be reimbursed under this Agreement.

3. **Services to Uninfected Persons:** If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917, 93.915 or 93.914**, services may only be provided to uninfected individuals (such as family members) in limited situations. These services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

a) The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.

b) The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent secures medical care or support services.

4. **Confidentiality:**

a) The contractor understands that the information obtained, collected or developed during the conduct of this agreement may be sensitive in nature. The Contractor hereby agrees that its officers, agents, employees and subcontractors shall treat all client/patient information which is obtained through performance under the Agreement, as confidential information to the extent required by the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law) and Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law) and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information.)

b) The Contractor further agrees that its officers, agents, employees and subcontractors shall comply with the New York State Department of Health AIDS Institute policy "Access to and Disclosure of Personal Health Related Information," attached hereto and made a part hereof as Attachment D.

5. **Evaluation and Service Coordination**

a) The Contractor will participate in program evaluation activities conducted by the AIDS Institute at the Evaluation Frequency specified in Exhibit C. These activities will include, but not be limited to, the collection and reporting of information specified by the AIDS Institute.
b) The Contractor shall coordinate the activities being funded pursuant to this workplan with other organizations within its service area providing HIV-related services including, but not limited to: community entities that provide treatment adherence services, including treatment education, skills building and adherence support services; service providers; community based organization, HIV Special Needs Plans; and other agencies providing primary health care to assure the non-duplication of effort being conducted. The Contractor shall develop linkages with these providers in order to effectively coordinate and deliver services to the targeted population. As part of the reporting requirements, the Contractor will advise the AIDS Institute as to the coordination of efforts being conducted and the linkage arrangements agreed to.

6. **Publication:**

a) The CDC Guidelines for the Content of AIDS related Written Materials, Interim Revisions, June 1992 are attached to this Agreement as Attachment E.
b) All written materials, pictorials, audiovisuals, questionnaires or survey instruments and proposed educational group session activities or curricula developed or considered for purchase by the Contractor relating to this funded project must be reviewed and approved in writing by the NYS Department of Health AIDS Institute Program Review Panel prior to dissemination and/or publication. It is agreed that such review will be conducted within a reasonable timeframe. The Contractor must keep on file written notification of such approval.
c) In addition to the sponsor attributions required under paragraph 9, "Publications" of "Attachment A General Terms and Conditions", any such materials developed by the Contractor will also include an attribution statement, which indicates the intended target audience and appropriate setting for distribution or presentation. Examples of statements are attached with Attachment E.

7. **Third-Party Reimbursement:** 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 Medicare Program and reimbursement for services for the uninsured and underinsured through ADAP Plus. If eligible, contractor agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in 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 this Agreement as a result of 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 HRI and the New York State Department of Health AIDS Institute.

8. **Ryan White HIV/AIDS Treatment Modernization Act Participation:** The Contractor agrees to participate, as appropriate, in Ryan White HIV/AIDS Treatment Modernization Act initiatives. The contractor agrees that such participation is essential in meeting the needs of clients with HIV as well as achieving the overall goals and objectives of the Ryan White HIV/AIDS Treatment Modernization Act.

9. **Charges for Services – Ryan White Funded Activities:** If this Agreement is funded under Catalog of Federal Domestic Assistance Number **93.917,** as specified on the face page of this Agreement, the contractor agrees to the following: Each HIV/AIDS program funded in whole or in part by the Ryan White HIV/AIDS Treatment Modernization Act, that charges for the services funded under this Agreement, shall establish a sliding fee scale for those services which are not specifically reimbursed by other third party payers pursuant to Article 28 of the Public Health Law or Title 2 of Article 5 of the Social Services Law. Notwithstanding the foregoing, no funded program shall deny service to any person because of the inability to pay such fee. All fees collected by the Contractor funded from the Ryan White HIV/AIDS Treatment Modernization Act shall be credited and utilized in accordance with the terms of this Agreement for financial support.

10. **For Harm Reduction Contracts Only:** No funds shall be used to carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug.

Attachment "C"

Federal Health Insurance Portability and Accountability Act ("HIPAA")
Business Associate Agreement ("Agreement")

I. Definitions:

(a) A Business Associate shall mean the CONTRACTOR.

(b) A Covered Program shall mean the HRI/New York State Dept. of Health.

(c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164. Information regarding HIPAA can be found on the web at www.hhs.gov/ocr/hipaa/.

II. Obligations and Activities of the Business Associate:

(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected health Information that it creates, receives, maintains or transmits on behalf of the covered Entity pursuant to this Agreement.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.

(d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.

(e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program

agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

(f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

(g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.

(h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.

(i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) The Business Associate agrees to provide to the Covered Program or an Individual, in a time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.

(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

(a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Agreement.

(b) *Effect of Termination.*

(1) Except as provided in paragraph (b)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is not possible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction not possible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the Covered Program, therefore the Covered Program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
(b) The Business Associate shall indemnify and hold the Covered Program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

VIII. Miscellaneous

(a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
(c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.
(f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

ATTACHMENT D

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 that 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) 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 that 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;

ATTACHMENT E

CONTENT OF AIDS-RELATED WRITTEN MATERIALS, PICTORIALS, AUDIOVISUALS, QUESTIONNAIRES, SURVEY INSTRUMENTS, AND EDUCATIONAL SESSIONS IN CENTERS FOR DISEASE CONTROL ASSISTANCE PROGRAMS

Interim Revisions June 1992

1. Basic Principles

Controlling the spread of HIV infection and AIDS requires the promotion of individual behaviors that eliminate or reduce the risk of acquiring and spreading the virus. Messages must be provided to the public that emphasizes the ways by which individuals can fully protect themselves from acquiring the virus. These methods include abstinence from the illegal use of IV drugs and from sexual intercourse except in a mutually monogamous relationship with an uninfected partner. For those individuals who do not or cannot cease risky behavior, methods of reducing their risk of acquiring or spreading the virus must also be communicated. Such messages can be controversial. These principals are intended to provide guidance for the development and use of educational materials, and to require the establishment of Program Review Panels to consider the appropriateness of messages designed to communicate with various groups.

(a) Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawing, or paintings) should use terms, descriptors, or displays necessary for the intended audience to understand dangerous behaviors and explain less risky practices concerning HIV transmission.

(b) Written materials, audiovisual materials, and pictorials should be reviewed by Program Review Panels consistent with the provisions of Section 2500(b), (c), and (d) of the Public Health Service Act, 42 U.S.C. Section 300cc(b), (c), and (d), as follows:

> ***Section 2500 Use of Funds:***
>
> *(b) CONTENTS OF PROGRAMS - All programs of education and information receiving funds under this title shall include information about the harmful effects of promiscuous sexual activity and intravenous substance abuse, and the b benefits of abstaining from such activities.*
>
> *(c) LIMITATION - None of the funds appropriated to carry out this title may be used to provide education or information designed to promote or encourage, directly, homosexual or heterosexual sexual activity or intravenous substance abuse.*
>
> *(d) CONSTRUCTION - Subsection (c) may not be construed to restrict the ability of an education program that includes the information required in subsection (b) to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of, the etiologic agent for acquired immune deficiency syndrome, provided that any informational materials used are not obscene"*

(c) Educational sessions should not include activities in which attendees participate in sexually suggestive physical contract or actual sexual practices.

(d) Messages provided to young people in schools and in other settings should be guided by the principles contained in "Guidelines for Effective School Health Education to Prevent the Spread of AIDS" (MMWR 1988;37 [suppl. no. S-2]).

2. Program Review Panel

a. Each recipient will be required to establish or identify a Program Review Panel to review and approve all written materials; pictorials, audiovisuals, questionnaires or survey instruments, and proposed educational group session activities to be used under the project plan. This requirement applies regardless of whether the applicant plans to conduct the total program activities or plans to have part of them conducted through other organization(s) and whether program activities involve creating unique materials or using/distributing modified or intact materials already developed by others. Whenever feasible, CDC funded community-based organizations are encouraged to use a Program Review Panel established by a health department or an other CDC-funded organization rather than establish their own panel. The Surgeon General's Report on Acquired Immune Deficiency Syndrome (October 1986) and CDC-developed materials do not need to be reviewed by the panel unless such review is deemed appropriate by the recipient. Members of a Program Review Panel should:

(1) Understand how HIV is and is not transmitted; and

(2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

b. The Program Review Panel will be guided by the CDC Basic Principles (in the previous section) in conducting such reviews. The panel is authorized to review materials only and is not empowered either to evaluate the proposal as a whole or to replace any other internal review panel or procedure of the recipient organization or local governmental jurisdiction.

c. Applicants for CDC assistance will be required to include in their applications the following:

(1) Identification of a panel of no less than five persons, which represent a reasonable cross-section of the general population. Since Program Review Panels review materials for many intended audiences, no single intended audience shall predominate the composition of the Program Review Panel, except as provided in subsection (d) below. In addition:

(a) Panels which review materials intended for a specific audience should draw upon the expertise of individuals who can represent cultural sensitivities and language of the intended audience either through representation on the panels or as consultants to the panels.

(b) The composition of Program Review Panels, except for panels reviewing materials or school-based populations, must include an employee of a state or local health department with appropriate expertise in the area under consideration who is designated by the health department to represent the department on the panel. If such an employee is not available, an individual with appropriate expertise designated by the health department to represent the agency in this matter, must serve as a member of the panel.

(c) Panels which review materials for use with school-based populations should include representatives of groups such as teachers, school administrators, parents, and students.

(d) Panels reviewing materials intended for racial and ethnic minority populations must comply with the terms of (a), (b), and (c) above. However, membership of the Program Review Panel may be drawn predominately from such racial and ethnic populations.

(2) A letter or memorandum from the proposed project director, countersigned by a responsible business official, which includes:

(a) Concurrence with this guidance and assurance that its provisions will be observed;

(b) The identity of proposed members of the Program Review Panel, including their names, occupations, and any organizational affiliations that were considered in their selection for the panel.

d. CDC-funded organizations that undertake program plans in other than school-based populations which are national, regional (multistate), or statewide in scope, or that plan to distribute materials as described above to other organizations on a national, regional, or statewide basis, must establish a single Program Review Panel to fulfill this requirement. Such national/regional/state panels must include as a member an employee of a state or local health department, or an appropriate designated representative of such department, consistent with the provisions of Section 2.c.(1). Materials reviewed by such a single (national, regional, or state) Program Review Panel do not need to be reviewed locally unless such review is deemed appropriate by the local organization planning to use or distribute the materials. Such national/regional/state organization must adopt a national/regional/statewide standard when applying Basic Principles 1.a. and 1.b.

e. When a cooperative agreement/grant is awarded, the recipient will:

(1) Convene the Program Review Panel and present for its assessment copies of written materials, pictorials, and audiovisuals proposed to be used;

(2) Provide for assessment by the Program Review Panel text, scripts, or detailed descriptions for written materials, pictorials, or audiovisuals, which are under development;

(3) Prior to expenditure of funds related to the ultimate program use of these materials, assure that its project files contain a statement(s) signed by the Program Review Panel specifying the vote for approval or disapproval for each proposed item submitted to the panel; and

(4) Provide to CDC in regular progress reports signed statement(s) of the chairperson of the Program Review Panel specifying the vote for approval or disapproval for each proposed item that is subject to this guidance.

Attribution Statement for Grantees' HIV Prevention Messages

The following statements are provided to HIV grantees, as examples, for use on HIV/AIDS-related written materials, pictorials, audiovisuals, or posters that are produced or distributed using CDC funds:

GENERAL AUDIENCES:

This (pamphlet, poster, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in general settings.

SCHOOL SETTINGS:

This (videotape, brochure, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in school settings.

STREET OUTREACH/COMMUNITY SETTINGS:

This (booklet, poster, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in street and community settings.

INDIVIDUAL AND GROUP COUNSELING:

This (pamphlet, audiotape, etc.) has been reviewed and approved by a (local/state/regional/national) panel for use in-group counseling or for use with individuals whose behavior may place them at high risk for HIV infection.

COMMENTS

1. Grantees are responsible for determining the approved settings for distribution of materials.

2. The statement is to be clearly displayed on all newly developed or reprinted information materials produced or distributed with CDC HIV-prevention funds. This requirement does not apply to existing inventories of materials that were previously approved by an appropriate review panel.

SAMPLE LETTER OF INTEREST FORM

Attachment 2

Letter of Interest to Apply

Kate Lansing
New York State Department of Health/AIDS Institute
Corning Tower, Room 429
Empire State Plaza
Albany New York 12237

Dear Ms. Lansing:

Subject: Request for Applications for Solicitation Number 08-0004, Substance Abuse Initiative

On behalf of _____ (Name of organization), Federal ID# _____, I hereby inform you that I am interested in funding for the above referenced Request for Applications.

Geographic region (check all that apply):

New York City
- ☐ Bronx
- ☐ Brooklyn
- ☐ Manhattan
- ☐ Queens
- ☐ Staten Island

Long Island
- ☐ Nassau
- ☐ Suffolk

Hudson Valley
- ☐ Dutchess
- ☐ Orange
- ☐ Putnam
- ☐ Rockland
- ☐ Sullivan
- ☐ Ulster

Northeastern New York
- ☐ Albany
- ☐ Clinton
- ☐ Columbia
- ☐ Delaware
- ☐ Essex
- ☐ Franklin
- ☐ Fulton
- ☐ Greene
- ☐ Hamilton
- ☐ Montgomery
- ☐ Otsego
- ☐ Rensselaer
- ☐ Saratoga
- ☐ Schenectady
- ☐ Schoharie
- ☐ Warren
- ☐ Washington

Central NY/Southern Tier
- ☐ Broome
- ☐ Cayuga
- ☐ Chenango
- ☐ Cortland
- ☐ Herkimer
- ☐ Jefferson
- ☐ Lewis
- ☐ Madison
- ☐ Oneida
- ☐ Onondaga
- ☐ Oswego
- ☐ St. Lawrence
- ☐ Tioga
- ☐ Tompkins

Finger Lakes
- ☐ Chemung
- ☐ Livingston
- ☐ Monroe
- ☐ Ontario
- ☐ Schuyler
- ☐ Seneca
- ☐ Steuben
- ☐ Wayne
- ☐ Yates

Western New York
- ☐ Allegany
- ☐ Cattaraugus
- ☐ Chautauqua
- ☐ Erie
- ☐ Genesee
- ☐ Niagara
- ☐ Orleans

Wyoming

The application will be submitted and received at the designated address on or before the deadline of July 2, 2009, 5:00 PM.

Sincerely,

_____	_____
Signature of CEO or responsible person	Telephone: Area Code and Number
_____	_____
Title	Fax: Area Code and Number
_____	_____
Mailing Address	E-mail Address

APPLICATION COVER PAGE

APPLICATION COVER PAGE

SUBSTANCE ABUSE INITIATIVE – RFA #08-0004

APPLICANT AGENCY INFORMATION

Agency Name: _____

Address: _____

_____

_____

Contact Person*: _____

Title: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

***Note: All Official Correspondence will be mailed to the attention of this person*.**

Component Applied For: A_____ B_____ C_____

Requested Amount: _____

Targeted Geographic Areas: Indicate all counties, boroughs, and or neighborhoods to be served by the proposed program:

_____

Service Site(s): If different from agency name/address, please list:

Name:_____

Address:_____

Applications for Components A and B: If there are multiple service sites, indicate the **primary region** as defined by this RFA. (see Section C. Available Funding). This should the location of the proposed site serving the largest number of clients. **Region:** _____

Applications for Component C: If there are multiple service sites or mobile van(s), indicate the **primary region** as defined by this RFA. (see Section C. Available Funding). This should the location of the proposed site serving the largest number of clients. **Region:** _____

APPLICATION COVER PAGE

SUBSTANCE ABUSE INITIATIVE – RFA #08-0004

APPLICANT AGENCY INFORMATION

Agency Name: _____

Address: _____

_____

_____

Contact Person*: _____

Title: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

***Note: All Official Correspondence will be mailed to the attention of this person*.**

Component Applied For: A_____ B_____ C_____

Requested Amount: _____

Targeted Geographic Areas: Indicate all counties, boroughs, and or neighborhoods to be served by the proposed program:

_____

Service Site(s): If different from agency name/address, please list:

Name:_____

Address:_____

Applications for Components A and B: If there are multiple service sites, indicate the **primary region** as defined by this RFA. (see Section C. Available Funding). This should the location of the proposed site serving the largest number of clients. **Region:** _____

Applications for Component C: If there are multiple service sites or mobile van(s), indicate the **primary region** as defined by this RFA. (see Section C. Available Funding). This should the location of the proposed site serving the largest number of clients. **Region:** _____

APPLICATION CHECKLIST

APPLICATION CHECKLIST

Please submit one original and six (6) copies of your application. Your submission must include this checklist and the items listed below:

_____ Application Cover Page (Attachment 3)

_____ Application Checklist (Attachment 4)

_____ Service Grid and Timeline (Attachment 5)

_____ Application Narrative:
- _____ Program Summary
- _____ Statement of Need
- _____ Applicant Organization
- _____ Program Design
- _____ Evaluation
- _____ Budget Forms and Justification (Attachment 6B)

_____ Population Data Form (Attachment 7)

_____ Letter of Commitment from the Executive Director or CEO (Attachment 8)

_____ Letter of Commitment from the Board of Directors or Equivalent Official (Attachment 9)

_____ Board of Directors/Task Force Form (if applicable) (Attachment 10)

_____ Vendor Responsibility Questionnaire (Attachment 11B)

_____ Vendor Responsibility Attestation Form (Attachment 11C)

_____ Funding History for HIV Services (Attachment 12)

_____ Agency Capacity Information (Attachment 13)

_____ AIDS Institute Reporting System (Attachment 15)

_____ Licensed Article 28 providers only: Electronic Medical Records (Attachment 16)

_____ Bi-directional Service Agreements (Letters of Support will not be accepted to meet this requirement)

_____ Resumes of Key Program Staff

_____ Organizational Chart

_____ A copy of your most recent Yearly Independent Audit

SERVICE GRID

Component A
Component B
Component C

COMPONENT A
SERVICE GRID

Number of HIV+ individuals currently receiving services at your agency: _____

Average daily drug treatment census: _____

Year 1

Number HIV+ Clients Receiving Retention Assessments	Number HIV+ Clients Receiving Ongoing Retention Interventions

Number HIV+ Clients Receiving Prevention Assessments	Number HIV+ Clients Receiving Ongoing Prevention Interventions

Number HIV+ Clients Receiving Medical Care	Number HIV+ Clients Receiving Medical Care Who are Retained in Continuous Care

Year 2

Number HIV+ Clients Receiving Retention Assessments	Number HIV+ Clients Receiving Ongoing Retention Interventions

Number HIV+ Clients Receiving Prevention Assessments	Number HIV+ Clients Receiving Ongoing Prevention Interventions

Number HIV+ Clients Receiving Medical Care	Number HIV+ Clients Receiving Medical Care Who are Retained in Continuous Care

COMPONENT B
SERVICE GRID

Number HIV+ individuals currently receiving services at your agency: _____

Year 1

Number HIV+ Clients Receiving Retention Assessments	Number HIV+ Clients Receiving Ongoing Retention Interventions

Number HIV+ Clients Receiving Prevention Assessments	Number HIV+ Clients Receiving Ongoing Prevention Interventions

Year 2

Number HIV+ Clients Receiving Retention Assessments	Number HIV+ Clients Receiving Ongoing Retention Interventions

Number HIV+ Clients Receiving Prevention Assessments	Number HIV+ Clients Receiving Ongoing Prevention Interventions

COMPONENT C
SERVICE GRID

Year 1

Number of Active Substance Users Contacted through Outreach	Number of Individuals Tested for HIV	Number Individuals Receiving Access to Treatment Services

Number of Clients Accessing Services through Referrals

Kind of Service Referral	Number of Clients
Detoxification	
Methadone maintenance	
Methadone to abstinence (MTA)	
Residential treatment	
Chemical dependency treatment	
Buprenorphine treatment	

Year 2

Number of Active Substance Users Contacted through Outreach	Number of Individuals Tested for HIV	Number of individuals Receiving Access to Treatment Services

Number of Clients Accessing Services through Referral

Kind of Service Referral	Number of Clients
Detoxification	
Methadone maintenance	
Methadone to abstinence (MTA)	
Residential treatment	
Chemical Dependency treatment	
Buprenorphine treatment	

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

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 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.

SOLICITATION BUDGET FORMS

Solicitation Budget Forms
New York State Department of Health
AIDS Institute
Summary Budget Form

(To be used for Solicitations)

Contractor: _____

Contract Period: _____

Federal ID#: _____

	Budget Items	Amount Requested from AIDS Institute	Third Party Revenue* Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)
(A)	PERSONAL SERVICES		
(B)	FRINGE BENEFITS		
(C)	SUPPLIES		
(D)	TRAVEL		
(E)	EQUIPMENT		
(F)	MISCELLANEOUS		
(G)	SUBCONTRACTORS/CONSULTANTS		
(H)	ADMINISTRATIVE COSTS		
(I)	RESTRICTED *Undetermined Budget category. Budget modification required to access these funds.*		
TOTAL (sum of lines A through I)			

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

****If applicable to the RFA***

Personal Services

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

Number of hours in full-time agency work week:___

(1)	(2)	(3)	(4)	(5)	(6)		
Position Title/Incumbent Name (s) List only those positions funded from this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time. If additional space is needed, copy this page.		**Hours Worked Per Week** Hours worked per week, regardless of funding source	**Annual Salary** Salary for 12 months, regardless of funding source.	# of months or pay periods funded on this contract	% of Effort funded by this contract.	**Amount Requested from AIDS Institute** Col 3 x Col 4 X Col 5 12 mos. or 26pp	**Third Party Revenue*** Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)
SUBTOTAL							

If applicable to the 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. Amount Requested($): _____

☐ **NO** **Complete 2-7 below:**

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

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

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

5. Date of most recently audited financial statements: _____
   Attach a copy of financial pages supporting amounts listed in #2 and #3

6. Requested rate and amount for fringe benefits: Rate Requested (%): _____
   Amount Requested ($): _____

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

Position Descriptions

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.

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

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 the 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 items budgets and workscopes must be submitted for each subcontractor/consultant budget over $10,000.

Agency/Name	Description of Services	Amount
		Total: _____

Attachment 7

POPULATION DATA SHEET

POPULATION DATA SHEET

CLIENTS SERVED

AGENCY NAME: _____

RISK

____ % Men who have Sex with Men (MSM Non IDU)

____ % Injection Drug Users (IDU)

____ % Substance Users (non IDU)

____ % MSM IDU

____ % Heterosexual Risk

____ % Other (specify)

____ **% TOTAL (should equal 100%)**

RACE//ETHNICITY:

____ % White, non-Hispanic

____ % Hispanic

____ % American Indian/Alaskan Native

____ % Black, non-Hispanic

____ % Asian/Pacific Islander

____ % Other (specify)

____ **% TOTAL (should equal 100%)**

GENDER:

____ % Female

____ % Male

____ % Transgender

____ **% TOTAL (should equal 100%)**

AGE GROUP:

____ % 0-13

____ % 13-19

____ % 20-29

____ % 30-39

____ % Over 50

____ **% TOTAL (should equal 100%)**

SAMPLE LETTER OF COMMITMENT FROM EXECUTIVE DIRECTOR OR CHIEF EXECUTIVE OFFICER

Sample Letter of Commitment from Executive Director or Chief Executive Officer

Dear :

This letter certifies that I have reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the Substance Abuse Initiative Request for Applications: ***"Outreach, HIV Prevention and Primary Care Services for Substance Users."*** Solicitation number: 08-0004

I am committed to ensuring that the proposed HIV-related services would be provided and that qualified staff would be recruited, appropriately trained and have sufficient in-house resources to effectively implement the program.

Sincerely,

Executive Director or
Chief Executive Officer

SAMPLE LETTER OF COMMITMENT FROM BOARD OF DIRECTORS OR EQUIVALENT OFFICIAL

Sample Letter of Commitment from Board of Directors or Equivalent Official

Dear Ms. Rudnick:

This letter certifies that the Board of Directors (or equivalent official) of (agency name) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the Substance Abuse Initiative Request for Applications: ***"Outreach, HIV Prevention and Primary Care Services for Substance Users."*** Solicitation number: 08-0004

The Board of Directors (or equivalent official) is committed to providing the proposed HIV-related services and certifies that qualified program staff will be recruited and appropriately trained and have sufficient agency resources to effectively implement the program.

☐ The Board (or equivalent official) attests as an applicant under Component A that the organization meets **all** of the following eligibility requirements:

- Substance Abuse Treatment program licensed by the New York State Office of Alcoholism and Substance Abuse Services;
- Licensed Article 28 provider;
- Applicant proposes providing continuous HIV primary care services to a minimum of 90 HIV-positive clients in their existing drug treatment population, including graduates who receive their medical care at the facility.

☐ The Board (or equivalent official) attests as an applicant under Component B that the organization meets **all** of the following eligibility requirements:

- Substance Abuse Treatment program licensed by the New York State Office of Alcoholism and Substance Abuse Services;
- Applicant can substantiate an average daily drug treatment census of 500 or more clients;
- Applicant can substantiate a minimum of 75 HIV-positive clients in drug treatment.

☐ The Board (or equivalent official) attests as an applicant under Component C that the organization meets the following eligibility requirements:

- Not for profit community-based organization, including but not limited to New York State Syringe Exchange Programs (SEP) authorized under Section 80.135, Title 10 of the Official Codes, Rules and Regulations of New York State;

Or

- Local government agency;

AND,

- Effective the date of the filing of this application the organization has a current Clinical Laboratory Improvement Amendments (CLIA) Certificate of a Waiver for HIV rapid testing. A copy of the waiver must be attached to the application.

Sincerely,

Chairperson/ President
Board of Directors (or equivalent official)

BOARD OF DIRECTORS/TASK FORCE FORM

BOARD OF DIRECTORS/TASK FORCE

AGENCY NAME:_____

TOTAL NUMBER OF BOARD MEMBERS: _____

NAME, ADDRESS AND PHONE # OF BOARD MEMBERS	OFFICE HELD	TERM	COMMITTEE ASSIGNMENTS

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

_____Persons Living with HIV or AIDS
_____Racial/Ethnic Minorities
_____Gay Men or Lesbians
_____IV Substance User Community
_____Clients

Attachment 11A

VENDOR RESPONSIBILITY QUESTIONNARE INSTRUCTIONS

Attachment 11A

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.

Attachment 11B

VENDOR RESPONSIBILITY QUESTIONNAIRE FORM

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
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) ☐ Corporation (including PC)	**Date of Incorporation**
b) ☐ Limited Liability Co. (LLC or PLLC)	**Date Organized**
c) ☐ Limited Liability Partnership	**Date of Registration**
d) ☐ Limited Partnership	**Date Established**
e) ☐ General Partnership	**Date Established** **County (if formed in NYS)**
f) ☐ Sole Proprietor	**How many years in business?**
g) ☐ Other	**Date Established**
If Other, explain:	

1.1 Was the Business Entity formed in New York State?	**☐ Yes ☐ No**
If 'No' indicate jurisdiction where Business Entity was formed: **☐ United States State ____** **☐ Other Country ____**	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: *Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership*	**☐ Yes ☐ No ☐ 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 Taxation and Finance?	**☐ Yes ☐ No**
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	**☐ Yes ☐ No**

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. BUSINESS CHARACTERISTICS	
CIK Code or Ticker Symbol	
1.5 Is the responding Business Entity a Joint Venture? ***Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture***	☐ **Yes** ☐ **No**
1.6 Does the Business Entity have a DUNS Number?	☐ **Yes** ☐ **No**
Enter DUNS Number	
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? **If 'No', does the Business Entity maintain an office in New York State?**	☐ **Yes** ☐ **No** ☐ **Yes** ☐ **No**
Provide the address and telephone number for one New York office.	
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	☐ **Yes** ☐ **No**
If 'Yes', check all that apply: ☐ **New York State Certified Minority Owned Business Enterprise (MBE)** ☐ **New York State Certified Women Owned Business Enterprise (WBE)** ☐ **New York State Small Business** ☐ **Federally Certified Disadvantaged Business Enterprise (DBE)**	

1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. ***Attach additional pages if necessary.***

Name	Title	Percentage Ownership *(Enter 0% if not applicable)*

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? ***Attach additional pages if necessary.***		☐ **Yes** ☐ **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?		☐ **Yes** ☐ **No**
Individual's Name	**Position/Title with Affiliate**	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? ***Attach additional pages if necessary***		☐ **Yes** ☐ **No**
Joint Venture Name:	**Joint Venture EIN** ***(If available)*****:**	**Identify parties to the Joint Venture:**

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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.	☐ Yes ☐ 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?	☐ Yes ☐ No
4.1 been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	☐ Yes ☐ No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.5 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?	☐ Yes ☐ No
For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, 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?	☐ Yes ☐ No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, 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 Within the past five (5) years, has the Business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, 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.	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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?	☐ Yes ☐ 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?	☐ Yes ☐ No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 had any New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 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?	☐ Yes ☐ No
7.6 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?	☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, 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 Entity, 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 Business Entity Leader 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?	☐ Yes ☐ No ☐ 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?	☐ Yes ☐ No ☐ 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?	☐ Yes ☐ No ☐ 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?	☐ Yes ☐ No ☐ N/A
8.4 a debarment from any government contracting process?	☐ Yes ☐ No ☐ N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, 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.	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ **Yes** ☐ **No**
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, 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?	☐ **Yes** ☐ **No**
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, 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 (not including UCC filings) over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	☐ **Yes** ☐ **No**
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates 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?	☐ **Yes** ☐ **No**
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and 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?	☐ **Yes** ☐ **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 years, 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?	☐ **Yes** ☐ **No**
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years 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)?**	☐ **Yes** ☐ **No** ☐ **Yes** ☐ **No** ☐ **Yes** ☐ **No**
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, 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.	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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.	☐ **Yes** ☐ **No**
Indicate the question number(s) and explain the basis for the claim.	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or 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 questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her 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 the information disclosed in the 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 New York State contracting entities or OSC 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

Attachment 11C

VENDOR RESPONSIBILITY ATTESTATION

Attachment 11C

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 Vender 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: _____

Attachment 12

FUNDING HISTORY OF HIV SERVICES

Attachment 12

Funding History for HIV Services
(past 3 years)

In the space provided, list any sources of grant funding received by your organization for the provision of HIV services. Include the purpose of the funding received, term of the contract, award amount, final total expenditures and any program/fiscal deficiencies noted by the sponsor during the contract period.

Name of Sponsor/Funder	Purpose of Funding	Contract Period	Final Total Expenditures*	Program or Fiscal Deficiencies noted by the Sponsor

* If grant has not ended, project final expenditures for the full contract period.

Attachment 13

AGENCY CAPACITY INFORMATION

Attachment 13

Agency Capacity Information

Identify and describe the staff responsible for Program Oversight, Administrative/Fiscal Oversight, Information Systems, and Quality/Evaluation.

Area of Responsibility	Staff Person(s) Responsible	Indicate if position will be supported in-kind or through this funding	Qualifications Licenses Held /Certifications	Description of Duties Related to this Contract
Program Oversight				
Fiscal/Administrative Oversight				
Information Systems (Include Data Entry and IT Support Staff)				
Quality/Evaluation				

On an average, how long does it take for your organization to recruit and hire for vacant positions (provide information as it pertains to program, administrative and information systems positions)?

_____

_____

Attachment 14

HIV QUALITY IMPROVEMENT STANDARDS

New York State Department of Health
AIDS Institute

HIV QUALITY IMPROVEMENT STANDARDS

A formal program that embraces a quality improvement (QI) philosophy should be developed and implemented as part of the HIV service delivery program. The quality program should include the following organizational components:

- Infrastructure, including the development of a programmatic quality plan that clearly indicates responsibilities and accountability and defines a process for ongoing evaluation and assessment;

- Performance measurement of clearly defined indicators, as prioritized by the program, with plans for follow-up of results and a statement of desired outcomes;

- Quality improvement activities conducted by cross-functional teams that include specific projects with action steps and a mechanism for integrating change into routine activities;

- Inclusion of consumers in quality-related activities;

- Provision for ongoing education of staff about QI, support for staff involvement in QI activities, and integration of involvement in QI activities into job expectations.

Attachment 15

AIDS INSTITUTE REPORTING SYSTEM

AIDS INSTITUTE REPORTING SYSTEM

Directions: Please respond to all questions directly within the body of this document. There are no page limits for this Attachment.

(1) Please provide a description of how you propose to implement AIRS. If you are currently using the AIRS system, describe your current implementation strategy.

(2) Detail staff position roles and responsibilities for activities including, but not limited to:
   (a) system administration
   (b) data entry
   (c) quality control
   (d) AIDS Institute reporting.

(3) Please provide a description of the physical infrastructure used to implement the system which includes the following: network vs. stand-alone set-up.
   a. If networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system.
   b. If stand-alone, please include desktop specifications.

(4) Describe how data will flow from point of service delivery to entry in AIRS. Use of a flowchart is encouraged.

Attachment 16

ELECTRONIC MEDICAL RECORDS

Attachment 16

ELECTRONIC MEDICAL RECORDS (EMR)

To be completed by Article 28 applicants ONLY.

Directions: Please respond to the question below within the body of this document. There is no page limitation for this Attachment.

(1) Has your facility implemented an EMR? If so, please indicate the name of the system. If you have multiple systems in place to maintain various components of care, i.e., labs, medications, pharmacy, please list each accordingly. If you are in the process of implementing an EMR, please include the name of the system, the status of implementation and projected completion date. Also, indicate if the EMR offers HL7 interfacing capabilities and if so, the version that is being used.