

**RFA# 08-0006/FAU #0812241006**

**New York State Department of Health (DOH)  
Health Research, Inc. (HRI)  
AIDS Institute  
Division of HIV Health Care  
Bureau of HIV Ambulatory Care Services  
Viral Hepatitis Program  
Primary Care Section**

**REQUEST FOR APPLICATIONS**

**EXPANDING THE CAPACITY TO PROVIDE HEPATITIS C CARE AND  
TREATMENT AND  
IMPROVING MEDICAL OUTCOMES THROUGH ENGAGEMENT AND RETENTION  
IN CARE FOR HIV-INFECTED AFRICAN AMERICAN/BLACKS AND LATINOS IN  
SELECT UPSTATE REGIONS**

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**I. INTRODUCTION**

The New York State Department of Health (NYSDOH) AIDS Institute and Health Research, Inc. (HRI) announce the availability of state and federal funds to:

**Component A:** Enhance the capacity for the medical management and treatment of persons infected with the hepatitis C virus (HCV) in primary care settings in NYS.

**Component B:** Enhance the capacity for the medical management and treatment of persons coinfecting with HCV and HIV.

**Component C:** Develop and implement an HIV engagement and retention in care program for African Americans/Blacks and Latinos receiving or eligible for primary health care services in an organization located in one of the eligible regions of Rochester/Finger Lakes, Buffalo/Western New York, or the Mid-Hudson counties of Sullivan, Ulster, and Orange.

In 2004, the NYSDOH collaborated with stakeholders and partners across the state to develop a comprehensive Viral Hepatitis Strategic Plan. The Plan, which outlines the strategic priorities for viral hepatitis, identified the need to assure access to hepatitis services including hepatitis C medical management and treatment for all New Yorkers. Programs funded under Components A and B of this RFA will expand the availability of timely and convenient access to HCV and/or HIV medical care and treatment, including mental health and substance use services, case management, peer education/outreach and supportive services; increase engagement and retention in care; improve treatment outcomes through education and adherence monitoring; reduce fragmentation and improve care coordination; and promote the integration of HCV and HIV care and treatment into existing health care programs.

The AIDS Institute and community partners are seeking to identify innovative strategies to improve engagement and retention in care for HIV-infected African Americans/Blacks and Latinos. This RFA presents a unique opportunity to pilot an engagement and retention in care program in a targeted upstate New York community, specifically, in the regions of Rochester/Finger Lakes, Buffalo/Western New York, and the Mid-Hudson counties of Sullivan,

Ulster, and Orange. The health care program funded under Component C will deliver services and interventions for enhanced outreach, engagement, retention in care and treatment adherence in a health care program. An outcome of this RFA component will be to replicate successful interventions, which result in improved medical outcomes, in similar health care delivery settings.

Applicants must meet minimum eligibility requirements noted on pages 9-10 for Components A, B and C. Applicants must submit separate applications for each component.

## **A. Background and Intent**

### **Components A and B**

HCV infection is a major health problem. According to the Centers for Disease Control and Prevention (CDC), approximately four to five million Americans are infected with HCV and at least 3.2 million are chronically infected. The highest rates of HCV occur in injection drug users. Many individuals with chronic HCV are unaware that they are infected because the disease is often asymptomatic until advanced liver damage develops. Chronic HCV is responsible for 40 to 60 percent of all liver disease and is the leading cause of liver transplantation in the United States (US). Currently, HCV causes approximately 10,000 deaths per year in the US. Without increased resources for counseling, testing and medical referral services, the CDC predicts HCV-related mortality might double or triple over the next 10 to 20 years.

Furthermore, because of shared routes of transmission, HCV is common among persons infected with HIV. Overall, it is estimated that 30% of those infected with HIV are also infected with HCV. It has been estimated that approximately 50% - 90% of HIV-infected injection drug users (IDUs) are coinfecting with HCV and that 60% of HIV-infected substance users in treatment are also coinfecting with HCV. There is also increasing evidence of HCV transmission in HIV-infected men who have sex with men (MSM). With the advent of effective highly effective antiretroviral therapy (HAART) in the mid-1990s, liver disease has emerged as a leading cause of morbidity and mortality in HIV-infected persons. HIV infection exacerbates the progression of HCV infection.

It is estimated that over 240,000 New Yorkers are living with HCV. Within the HIV population, it is estimated that approximately one-third are coinfecting with HCV. Only an estimated 50% of those infected with HCV know their status and most of these persons have difficulty accessing the necessary HCV-related health care services. Barriers to access stem from gaps and deficiencies that exist in the health care system (i.e., lack of screening locations, inadequate reimbursement rates, lack of physician knowledge regarding HCV treatment and care, lack of provider awareness and understanding of protocols or guidelines and the shortage of addiction specialists, psychiatrists and support services). In addition, many individuals with HCV present with co-morbidities such as mental health disorders and substance abuse, further impacting their engagement and retention in care, and treatment outcomes. An integrated multidisciplinary approach, including mental health and addiction specialists, can improve care and treatment adherence and outcomes. Multiple studies have demonstrated that when providing services on-

site at one location, patients are more likely to remain in care and have better outcomes. This “one-stop shop” integrated model maximizes clients’ access to services, improves coordination of comprehensive care and reduces missed opportunities to address the multiple health care needs of patients. In addition, when integrating HCV care into locations where clients access care for other diseases and conditions, clients have one “medical home” which allows for building of trust with a provider and, ultimately, increases positive care outcomes.

This RFA will provide support to enhance the capacity to provide HCV medical care and treatment through the integration of services into existing programs. First, under Component A, support is provided to integrate hepatitis C care, treatment and supportive services into the primary care setting. These integrated care models will ensure comprehensive and coordinated quality care for HCV monoinfected persons, including the uninsured, by providing HCV medical management and treatment, mental health and substance use services, care coordination and peer education/support services within a primary care environment. Second, under Component B, support is provided to programs that currently offer medical care, treatment and supportive services to HIV-infected persons, to enhance their capacity to provide on-site HCV treatment, including mental health and supportive services, to persons coinfecting with HCV.

As the number of HCV-infected individuals continues to grow, there is a critical need to develop innovative integrated models of care to reduce the significant morbidity and mortality associated with HCV infection. Although not all persons chronically infected with HCV need treatment, every HCV-infected patient needs routine medical care to monitor the progression of their chronic disease.

### **Component C**

New York State continues to be the epicenter of the HIV/AIDS epidemic. As of December 31, 2006, there were 116,384 New Yorkers living with HIV/AIDS. New York leads the nation in cumulative number of AIDS cases (177,262), number of people living with AIDS (72,220) and number of reported cases of HIV infection (44,164).

Compared to the total number of persons living with HIV/AIDS in the United States, NYS has a greater proportion of cases among people of color (77.9% vs. 65.5%). Specifically, in 2006 African Americans/Blacks represented 15.4% (2,979,925) of the state population and 45.1% (52,526) of the state’s population living with HIV/AIDS. In 2006, Latinos represented 16.1% (3,115,903) of the state population and 30.1% (35,081) of the state’s population living with HIV/AIDS.

The major goal of Component C of this RFA is to identify effective strategies for engagement and retention in primary health care for HIV-infected African Americans/Blacks and Latinos. This is a pilot program that will require rigorous evaluation to assess the effectiveness of interventions in improving medical outcomes. The RFA is seeking the identification of effective interventions for replication in similar settings with a similar population.

This funding will be awarded in regions of Upstate New York where there is no access to Ryan

White Part A funds, and where at least 50 percent of the total persons living with HIV and AIDS are from communities of color. Based on the [New York State HIV/AIDS Surveillance Annual Report - 2006](#) (New York State Department of Health, Bureau of HIV/AIDS Epidemiology), organizations located in the regions of Rochester/Finger Lakes, Buffalo/Western New York, and the Mid-Hudson counties of Sullivan, Ulster, and Orange meet this requirement and are eligible to apply.

Clients who are identified as HIV-infected must be linked to care and retained in care. Clients presenting for care must be provided supportive services in order to remain in care. For those clients who present for care, but do not maintain a consistent relationship with health care programs, this RFA seeks to identify effective “return to care” models. Disrupted medical care and treatment is evidenced by missed medical-related appointments and inconsistent adherence to medication treatment regimen(s) and/or therapy. Prospective applicants should be committed to strategies that emphasize engagement, continuity of care, quality of care and return to care for those individuals identified as “lost to care.”

Component C will fund one program that employs evidence-based approaches, harm reduction practices and interventions that are culturally and linguistically appropriate. Preference will be given to programs that demonstrate client service delivery that assists in navigating health and social service systems to meet HIV-related needs.

## **II. FUNDING**

It is expected that \$2,320,000 will be awarded under this RFA. NYSDOH reserves the right to revise this amount as necessary due to changes in the availability of funding. Should additional funding become available, the AIDS Institute may select a program from the pool of applicants deemed approved but not funded. If it is determined that the needed expertise/services are not available among these organizations, the AIDS Institute reserves the right to establish additional competitive solicitations or to award funds on a sole source basis.

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:

- \$1,060,000 in funds from Ryan White HIV/AIDS Treatment Modernization Act
- \$1,260,000 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 resources and agency capacity.

For each component, funds are awarded regionally. If there is an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI/HRI

reserve the right to shift funding to the highest scoring applicant for the region or to another region.

**A. Component A: Integrating Hepatitis C Care and Treatment into Primary Care Settings**

A total of \$1,060,000 in State funding is available to establish programs to provide care and treatment to HCV monoinfected persons. (A complete list of the services included under this component is provided in the "Scope of Services" section on page 13.) Up to a total of five awards will be made under this component. The target population to be served by this component is persons monoinfected with HCV.

<b>Area</b>	<b>Award Amount</b>	<b># of Awards</b>
<b>Rest of State</b> (Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Ulster, Tioga, Tompkins, Warren, Washington, Wayne, Westchester, and Wyoming, Yates counties)	\$210,000	3
<b>New York City</b> (Boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island)	\$215,000	2
<b>TOTAL</b>	<b>\$1,060,000*</b>	<b>5</b>

Funding for this component is expected to be allocated as follows:

**Rest of State:** Within the Rest of State area, several regions have been defined as listed in the chart above. The highest scoring application from each of these regions will be considered for funding. From these applications, the three highest scoring applications will be funded with no more than one application funded in each region. In the event acceptable applications (scoring 70 or above) are not received from at least three regions, multiple awards to one region may be considered. Additional awards would be made to the next highest scoring applicant in that region.

**New York City:** Awards will be made to the two highest scoring applicants received from New York City.

**B. Component B: Expanding the Capacity to Provide HCV Treatment in HIV/HCV Coinfected Persons.**

A total of \$1,060,000 in federal Ryan White funding is available to enhance the capacity to provide on-site HCV treatment in HIV/HCV coinfecting persons. (A complete list of the services included under this component is provided in the "Scope of Services" section on page 15.) Funding is expected to be allocated as stated in the chart below. Up to a total of eight awards will be made under this component. The availability of Ryan White funding is subject to reauthorization of the Ryan White HIV/AIDS Treatment Modernization Act. HRI/NYSDOH reserve the right to revise this amount as necessary due to changes in the Act or changes in the availability of funding (Attachment 13).

<b>Area</b>	<b>Award Amount</b>	<b># of Awards</b>
<b>Western New York</b> (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties)	\$132,500	1
<b>Finger Lakes</b> (Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne and Yates counties)	\$132,500	1
<b>Central New York</b> (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins counties)	\$132,500	1
<b>Northeastern New York</b> (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties)	\$132,500	1
<b>Hudson Valley</b> (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)	\$132,500	1
<b>Long Island</b> (Nassau and Suffolk counties)	\$132,500	1
<b>New York City</b> (Boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island)	\$132,500	2
<b>TOTAL</b>	<b>\$1,060,000*</b>	<b>8</b>

Awards will be made to the highest scoring applicant(s) received from each area listed above, up to the maximum number of awards designated for that area.

**C. Component C: Improving Medical Outcomes through Engagement and Retention in Care for HIV-Infected African Americans/Blacks and Latinos in Select Upstate Regions**

A total of \$200,000 in State funding is available for Component C. One program funded at \$200,000 will be awarded to the highest scoring applicant under this component. Funding is expected to be allocated to a medical provider serving a predominantly African American/Black and Latino HIV-infected population in one of the regions in Rochester/Finger Lakes, or Buffalo/Western New York, or one of the Mid-Hudson counties of Sullivan, Ulster, and Orange.

**III. WHO MAY APPLY**

**A. Minimum Eligibility Requirements**

## **Components A and B**

- Applicant must be a not-for-profit health care organization licensed by the NYSDOH under Article 28 of the NYS Public Health Law.
- All applicants must demonstrate that all core services listed on pages 14-16 will be offered on-site.

## **Component C**

Only not-for-profit health care organizations licensed by the NYSDOH under Article 28 of the NYS Public Health Law with primary health care program sites located in the regions of Rochester/Finger Lakes, Buffalo/Western New York, or the Mid-Hudson counties of Sullivan, Ulster, and Orange may apply for funding. In addition, applicants must also meet the following eligibility requirements:

- Have an active HIV care caseload of at least 65 individuals. Active is defined as patients who have received two or more encounters in a 12 month period, with at least one being in each 6 month period of the 2007 Calendar Year (CY).
- Active HIV care caseloads must be representative of at least 50 % African Americans/Blacks and Latinos (combined percentage).

## **B. Preference Factors**

### **1. Components A and B**

Preferred applicants are community health centers, hospitals and substance use treatment programs that offer HCV medical care, treatment and supportive services, within a primary care environment and have the administrative and programmatic capacity to carry out the scope of activities delineated in this RFA.

For other than core services not being offered on- site, preference will be given to organizations that demonstrate well established linkages and have written agreements with other agencies.

Preference will be given to applicants that have established models of HCV service delivery that are responsive to the complex needs of those chronically infected with HCV.

Preference will be given to applicants 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.

### **2. Component C**

Preference will be given to applicants who contract with a credentialed evaluator such as an

association with an academic institution that conducts evaluations and will provide oversight for the program evaluation.

Preference will be given to applicants 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.

## **C. General Program Requirements**

### **1. Components A and B**

- a. Applicants are expected to demonstrate that proposed program staff has the skills, experience and success in providing quality medical care, treatment and supportive services for those chronically infected with HCV.
- b. Applicants are expected to have on-going consultation and clinical decision making support from a liver specialist(s) or gastroenterologist(s).
- c. Applicants will be required to maximize third-party reimbursement available for HIV and HCV counseling, testing, medical care, and treatment. Each awardee will be required to track the revenue generated by the program and to make such revenue available to the program either to enhance HCV or HIV/HCV services or to offset other program related expenses. AIDS Institute approval is required for allocation of third-party revenues generated by the program.
- d. Applicants are expected to have clearly defined and articulated bi-directional linkage agreements focused on specific services needed by the target population, which are not available on-site. Such agreements must be in writing and should include a system for tracking and documenting outcomes of the referral process.
- e. Funded organizations will be required to participate in data collection and evaluation of services and routinely: 1) provide quarterly narrative reports describing the progress of the project with respect to implementation, client recruitment and services, achievement of project objectives and service projections, progress in meeting milestones of the application, major or significant accomplishments achieved during the reporting period, reasons for any difficulties in staying within timelines, any problems encountered, and plans to address noted problems; 2) submit statistical reports on clients served, including client demographics and patient outcomes; 3) participate in program development activities coordinated by the AIDS Institute, such as learning network meetings; and 4) conduct client satisfaction assessments.
- f. Funded organizations will be required to: 1) submit quarterly vouchers and the appropriate supporting documentation for reimbursement of the costs incurred; 2) submit annual audited financial statements and proof of insurance coverage; and 3) maintain all required/specified documentation in accordance with contractual guidelines.

- g. Funded organizations are expected to use the AIDS Institute Reporting System (AIRS-NY) for the maintenance and reporting of unduplicated client level data, including demographics and service encounters, in accordance with applicable federal and/or state report content requirements. The AIDS Institute provides and supports the AIRS software to enable providers to meet these requirements. Details on this software product may be obtained on the internet at [www.airсны.org](http://www.airсны.org), or by calling the AIDS Institute at (518) 402-6790 and requesting a user's manual. Applicants should include the costs associated with AIRS-NY (both personnel and hardware-related) in their proposed budget.

## **2. Component C**

- a. Applicants are expected to have clearly defined and articulated bi-directional linkage agreements focused on specific services needed by the target population, which are not available on-site. Such agreements should be in writing. Applicants are expected to have a system for tracking and documenting outcomes of the referral process.
- b. The funded organization will be required to participate in data collection and evaluation of services and routinely: 1) provide monthly narrative reports describing the progress of the project with respect to implementation, client recruitment and services, achievement of project objectives and service projections, progress in meeting milestones of the application, major or significant accomplishments achieved during the reporting period, reasons for any difficulties in staying within timelines, any problems or barriers encountered, and plans to address noted problems or barriers; 2) submit statistical reports on clients served, including client demographics and patient outcomes; 3) participate in program development activities coordinated by the AIDS Institute and 4) conduct client satisfaction assessments.
- c. The funded organization will be required to: 1) submit monthly vouchers and the appropriate supporting documentation for reimbursement of the costs incurred; 2) submit annual audited financial statements and proof of insurance cover page; and 3) maintain all required/specified documentation in accordance with contractual guidelines.
- d. The funded organization is expected to use the AIDS Institute Reporting System (AIRS-NY) for the maintenance and reporting of unduplicated client level data, including demographics and service encounters, in accordance with applicable federal and/or state report content requirements. The AIDS Institute provides and supports the AIRS software to enable providers to meet these requirements. Details on this software product may be obtained on the internet at [www.airсны.org](http://www.airсны.org), or by calling the AIDS Institute at (518) 402-6790 and requesting a user's manual. Applicants should include the costs associated with AIRS-NY (both personnel and hardware-related) in their proposed budget.
- e. Applicants are expected to demonstrate that staff has the proposed skills to provide program interventions and services. Staff should be representative of the community served.

- f. Applicants will be required to maximize third-party reimbursement available for HIV medical care and treatment.

#### **IV. PROJECT NARRATIVE:**

##### **A. Component A: Integrating Hepatitis C Care and Treatment into Primary Care Settings**

###### **1. Description**

The purpose of this component is to provide support to create an integrated hepatitis C care model, by co-locating hepatitis C care, treatment and supportive services into a primary care setting. This integrated care model will ensure comprehensive and coordinated quality care for HCV monoinfected persons, including the uninsured, by providing HCV medical management and treatment, mental health and substance use services, care coordination and peer education/support services within a primary care environment. In addition to offering services on-site, funded programs will also address the psycho-social issues impacting those infected with HCV, especially while on treatment. Addressing a patient's psycho-social issues, while on treatment and as a result of HCV anti-viral therapy, is critical. The incidence of depression while on anti-viral therapy ranges from 21-31%. In instances where services are not available on-site, services are required to be accessible through tightly-linked referrals and coordinated and tracked by program staff.

###### **2. Target Population**

The target population for this component is persons monoinfected with hepatitis C. This should include uninsured persons.

###### **3. Scope of Services:**

Each program will integrate HCV screening, medical care and treatment, mental health, substance use, care coordination and peer education/outreach and support services into the existing organization's primary care model. The integration of such services is designed to improve the identification of HCV monoinfected individuals, increase their access to and engagement in care, support adherence to care and improve treatment outcomes while also addressing other health conditions of the client. Programs are required to implement a comprehensive, integrated health care delivery model. An applicant with an established program funded by a source other than the AIDS Institute may apply for funding to supplement/expand the existing program. In these cases, the applicant is expected to demonstrate that, with the addition of the requested service(s), the program will be comprehensive.

###### **4. Core Services must be provided on-site. Core services include:**

- ▶ Client recruitment;
- ▶ Comprehensive primary care services;

- ▶ Comprehensive hepatitis C medical care, including assessment, evaluation and management of HCV disease, HCV anti-viral therapy and supportive services. (Applicants are expected to demonstrate that HCV treatment **is being** delivered by a provider with demonstrated experience and who is knowledgeable of HCV anti-viral therapy or in consultation with a gastroenterologist or hepatologist);
- ▶ Nutritional assessment;
- ▶ Mental health screening, assessment, monitoring and treatment\*;
- ▶ Substance use assessment;
- ▶ Hepatitis C education and counseling, including risk reduction messages/plans;
- ▶ Hepatitis C treatment adherence services;
- ▶ Coordination of care, including making and tracking of referrals for off-site services;
- ▶ Retention in care services to provide support to retain and maintain patients in care;
- ▶ Entitlement services\*\*;
- ▶ Peer support services; and
- ▶ Other supportive services, including but not limited to support groups.

When services other than core services (e.g., liver biopsy, substance use counseling and treatment, including buprenorphine treatment) are provided by referral, formal linkages are required to be established with the agency providing the service. In addition, the program is required to provide care coordination, including referral tracking to determine that referral appointments are kept, case conferencing to ensure that client service needs have been met and documentation of referral tracking.

Funded organizations should be able to demonstrate established linkages with other programs in the community for client outreach and recruitment, such as local health departments and substance use treatment programs. In addition, programs will be expected to accept referrals from individuals released from the criminal justice system (i.e., county jails and NYS correctional facilities).

\* To meet the needs of those clients requiring complex clinical mental health services, it is required that those services be provided by a licensed mental health provider (i.e., psychiatrist, psychiatric nurse practitioner).

\*\* The NYSDOH AIDS Institute is currently developing a program, to assist uninsured persons with HCV, obtain necessary medical care and treatment. The Hepatitis C Assistance Program (HepCAP) would provide those programs funded through this component of the RFA with reimbursement for hepatitis C services provided to uninsured HCV monoinfected persons. When, and if, resources for such a program become available, funded programs will be notified and provided training. Funded programs will also be required to participate in HepCAP.

**B. Component B: Expanding the Capacity to Provide HCV Treatment in HIV/HCV Coinfected Persons**

## 1. Description

The purpose of this component is to expand the existing capacity for the management and treatment of HCV disease within HIV medical care programs that are currently providing HCV treatment to HIV/HCV coinfecting persons. Programs funded under this announcement will address the complex issues (e.g., psycho-social, supportive needs, care coordination) associated with HCV anti-viral treatment.

## 2. Target Population

The target population for this initiative is HIV infected persons coinfecting with HCV.

## 3. Scope of Services

Each program will expand their capacity to provide on-site HCV medical care, treatment, mental health, substance use, care coordination, peer education/outreach and support services for their HIV/HCV coinfecting clients. Each program is required to implement a comprehensive, integrated health care delivery model. An applicant with an established program funded by a source other than the AIDS Institute may apply for funding to supplement/expand the existing program. In these cases, the applicant is required to demonstrate that, with the addition of the requested service(s), the program will be comprehensive and will increase the number of patients treated for HCV.

## 4. Core Services must be provided on-site. Core services include:

- ▶ Comprehensive HIV medical care, including assessment, evaluation and management of HIV diseases, HIV treatment, and supportive services;
- ▶ Comprehensive hepatitis C medical care, including assessment, evaluation and management of HCV disease, HCV anti-viral therapy and supportive services. (Applicants are required to demonstrate that HCV treatment **is being** delivered by a provider with demonstrated experience and who is knowledgeable of HCV anti-viral therapy or in consultation with a gastroenterologist or hepatologist);
- ▶ Nutritional assessment;
- ▶ Mental health screening, assessment, monitoring and treatment\*;
- ▶ Substance use assessment;
- ▶ Hepatitis C education and counseling, including risk reduction messages/plans;
- ▶ Hepatitis C treatment adherence services;
- ▶ Coordination of care, including making and tracking of referrals for off-site services;
- ▶ Retention in care services to provide support to retain and maintain patients into care;
- ▶ Entitlement services, including but not limited to the NYSDOH Uninsured Care Programs;
- ▶ Peer support services; and
- ▶ Other supportive services, including but not limited to support groups.

When services other than core services (e.g., liver biopsy, substance use counseling and treatment including buprenorphine treatment) are provided by referral, formal linkages are required to be established with the agency providing the service. In addition, the program is required to provide care coordination, including referral tracking to determine that referral appointments are kept, case conferencing to ensure that client service needs have been met and documentation of referral tracking.

Funded organizations should be able to demonstrate established linkages with other programs in the community for client outreach and recruitment, such as local health departments and substance use treatment programs. In addition, programs will be expected to accept referrals from individuals released from the criminal justice system (i.e., county jails and NYS correctional facilities).

\* To meet the needs of those clients requiring complex clinical mental health services, it is required that those services be provided by a licensed mental health provider (i.e., psychiatrist, psychiatric nurse practitioner).

### **C. Component C: Improving Medical Outcomes through Engagement and Retention in Care for HIV-Infected African Americans/Blacks and Latinos in Select Upstate Regions**

#### **1. Description**

The purpose of this component is to provide support to identify successful strategies to improve medical outcomes in primary care health programs serving HIV-infected African Americans/Blacks and Latinos. Communities of Color are disproportionately impacted by HIV/AIDS, and there is ample evidence that significant disparities exist in their access to health care, quality of treatment, and overall health outcomes. This funding will develop more tailored and effective approaches to engaging and retaining people of color in medical care. Developing activities within an existing health care program with a substantial active HIV caseload ( $\geq 65$  patients) will enable program staff to address overarching needs, identify significant gaps in service, and assess effectiveness of interventions.

#### **2. Target Population**

The target population for this initiative is HIV-infected African Americans/Blacks and Latinos who have had difficulty maintaining continuous medical care and/or treatment adherence.

### 3. Scope of Services

Services are expected to include, but are not limited to:

- Skills building and patient education interventions to increase patient confidence, support development of partnerships with clinical providers and improve health seeking behaviors.
- Peer and staff led navigation in care to assist patients in accessing and engaging fully in clinical care.
- Enhanced outreach and home visits to engage and retain individuals in care.
- Reminders for and tracking outcome of all referrals.
- Engagement of “family” and other supportive members of the individual’s social network.
- Case conferences and coordination of care and supportive services.
- Instituting a consumer friendly environment inclusive of the physical plant and interactions with support and professional staff.
- Facilitating access for assessment and treatment related to nutrition, mental health, and substance use.

## V. ADMINISTRATIVE REQUIREMENTS

### A. Issuing Agencies

This RFA is issued by the NYSDOH (DOH) AIDS Institute, Division of HIV Health Care and Health Research, Inc. (HRI). The Department and HRI are responsible for the requirements herein and for the evaluation of all applications.

### B. Question and Answer Phase:

**For Components A and B**, all substantive questions must be submitted in writing to:

**Colleen Flanigan, RN, MS**  
**Viral Hepatitis Coordinator**  
**New York State Department of Health, AIDS Institute**  
**ESP, Corning Tower Room 429**  
**Albany, New York 12237**  
**Email: [hepatabc@health.state.ny.us](mailto:hepatabc@health.state.ny.us)**

**For Component C**, all substantive questions must be submitted in writing to:

**Lisa Roland-Labiosa, MPH**  
**Director, Primary Care Section**  
**New York State Department of Health, AIDS Institute**  
**ESP, Corning Tower Room 429**  
**Albany, New York 12237**  
**Email: [aipcrfabml@health.state.ny.us](mailto:aipcrfabml@health.state.ny.us)**

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature for **Components A and B** can be addressed via telephone by calling Colleen Flanigan at 518-486-6806, or via email at [hepatabc@health.state.ny.us](mailto:hepatabc@health.state.ny.us).

Questions of a technical nature for **Component C** can be addressed via telephone by calling Lisa Roland-Labiosa at 518-474-7802, or via email at [aipcrfa09bml@health.state.ny.us](mailto:aipcrfa09bml@health.state.ny.us).

**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 exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application during the period specified in this document.

This RFA has been posted on the DOH public website at: <http://www.nyhealth.gov/funding/> and on the HRI website at <http://www.healthresearch.org/funding>. Questions and Answers and any updates and/or modifications to the RFA will be posted on the NYSDOH and HRI websites on the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference call, official applicant conference call minutes), please complete and submit a Letter of Intent, as described in Section D below. Prospective applicants may also use the Letter of Intent to request actual (hard copy) documents containing updated information.

### **C. Applicant Conference Call for All Components**

In place of an in-person applicant conference, an Applicant Conference Call will be held for this RFA. This conference call will be held on the date posted on the cover sheet of this RFA. The NYSDOH/HRI requests that all potential applicants register for this conference call by sending an email to Colleen Flanigan at [hepatabc@health.state.ny.us](mailto:hepatabc@health.state.ny.us) to insure that adequate phone lines will be available for the number of prospective participants. Upon registering for the call, applicants will receive the call information (i.e., phone number and access code).

Failure to attend the Applicant Call-In will NOT preclude the submission of an application. Deadline for reservations is posted on the cover page of this RFA.

#### **D. Letter of Interest for All Components**

Submission of a Letter of Interest is encouraged, although not mandatory. It must clearly specify which component (s) of the RFA is/are being applied for. The Letter of Interest must be received by the date posted on the cover sheet of this RFA at the address shown in Section B above in order to automatically receive any updates or modification to this RFA. Failure to submit a Letter of Intent will NOT preclude the submission of an application. A sample Letter of Intent format is included as Attachment 4 of this RFA.

#### **E. How to File an Application for All Components**

Applications for all components of this RFA must be **received** by the NYSDOH/HRI at the following address by 5:00 PM on the date posted on the cover sheet of this RFA. **Late applications will not be accepted.\***

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

A separate application is required for each submission in response to Component A, B and C. Applicants shall submit 1 original and 4 copies, including all attachments. The original should be clearly identified and bear the original signature of the Executive Director or Chief Executive Officer (Attachment 5) and Director of Medical Services (Attachment 6) of the organization submitting the application. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications WILL NOT be accepted via fax or e-mail.

Applicants should pay close attention to Attachment 2, the Application Checklist, to ensure that submission requirements have been met. Applicants should review this attachment before writing and prior to submitting the application.

\*It is the applicant's responsibility to see that applications are delivered 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 HRI/Department of Health's discretion.

#### **F. The New York State Department of Health and HRI Reserve the Right to:**

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.

3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the NYSDOH and the Office of 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 the selected applicant within an acceptable time frame, the NYSDOH or HRI may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State 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.

#### **G. Term of Contract for All Components**

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

Contracts will be awarded under this RFA for a 12-month term, with an anticipated start date on or about July 1, 2010. Awards may be renewed for up to four additional one-year periods based on satisfactory performance and the availability of funds.

**Please note:** The Payment Methods and Reporting Requirements (Section V.H.), requested budget format (Section VI.BA-6) and Contract Language (Attachment 1) 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.

#### **H. Payment Methods & Reporting Requirements for all Components**

1. The State (NYSDOH) and HRI may, at their discretion, make an advance payment to not-for-profit grant 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's/HRI's designated payment office:

**Megan Tesoriero**  
**NYS Department of Health AIDS Institute**  
**ESP-Corning Tower Room 429, Albany, New York 12237**

Payment of such invoices by the State (NYSDOH) shall be made in accordance with Article XI-A of the NYS Finance Law. Payment terms will be: "Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan."

3. The contractor will be required to submit the following periodic reports:

Quarterly Reports of Activities  
Budget Statement and Report Expenditures (BSROE)

All payment and reporting requirements will be detailed in Appendix C of the final contract for State and Exhibit "C" for HRI.

### **I. Vendor Responsibility**

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 NYS VendRep System OR may choose to complete and submit a paper questionnaire (Attachment 10).

To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us).

All Applicants regardless of submitting on-line or with a paper questionnaire should also complete and submit the Vendor Responsibility Attestation (Attachment 11).

### **J. General Specifications for All Components**

1. By signing the Application Cover Page (Attachment 3) each applicant attests to its express authority to sign on behalf of the applicant organization.
2. Contractor will possess, at no cost to the State/HRI, 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 V.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - ▶ The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - ▶ 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 any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Applicant.
  - ▶ If, in the judgment of the NYSDOH/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. Such compensation shall not exceed the total cost incurred for the work that the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

**K. Appendices included in DOH Grant Contracts for All Components**

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application (See Attachment 1/State).

- APPENDIX A            Standard Clauses for All New York State Contracts
- APPENDIX A-1        Agency Specific Clauses
- APPENDIX A-2        Program Specific Clauses
- APPENDIX B           Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Program Workplan

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

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

- **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 Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2**: Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12**: Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **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 Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1**: Certificate of Disability Benefits Insurance OR
- **DB-155**: Certificate of Disability Benefits Self-Insurance

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

APPENDIX F NYSDOH AIDS Institute Policy Regarding Access to and Disclosure of Personal Health Related Information

## **K. FOR HRI CONTRACTS ONLY**

The following will be incorporated as an appendix into HRI contract(s) resulting from this

Request for Applications (See Attachment 2/HRI):

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 E – Content of AIDS-Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs

## **VI. COMPLETING THE APPLICATION**

### **A. Application Format for All Components**

Applicants should complete all sections outlined below. **Applications should not exceed 17 double-spaced pages** (not including the budget pages and attachments), **be numbered consecutively** (including attachments), **be typed using a 12-pitch font type, and have one-inch margins on all sides. Up to 5 points may be deducted for applications that do not comply with these submission requirements.**

All applications must demonstrate support for the proposed program by including signed Letters of Commitment from the applicant's Executive Director/Chief Executive Officer as well as by the Director of Medical Services (see Attachments 5 and 6). Applicants for Component C also are required to complete a Service Grid (Attachment 7).

All applicants are expected to respond to **each** of the following statements and questions unless otherwise noted. 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.

## **B. Application Content**

### **Components A and B: Integrating Hepatitis C Care and Treatment into Primary Care Settings and Expanding the Capacity to Provide HCV Treatment in HIV/HCV coinfecting persons.**

\* When completing this application for **Component A**, HCV mono-infection data/information will be required. When completing this application for **Component B**, HIV/HCV coinfection data/information will be required.

**1. Program Summary (1 page)  
Not Scored**

Summarize the proposed program in one page or less. Describe the purpose of your program, the target population(s), proposed services and interventions, and anticipated outcomes.

**2. Statement of Need (2 pages or less)  
Maximum Score: 10 points**

- a. Describe the target population and the major barriers in accessing medical care and treatment for the population you plan to serve. Include demographics, HCV or HIV/HCV risk behaviors and any statistics that demonstrate the impact of the HCV epidemic on the target population.
- b. Describe any existing HCV or HIV/HCV-related programs in your area/region that provide similar services.
- c. Indicate the geographical area to be served and how your organization is well-placed within this geographic area to serve the target population.
- d. Describe how you have determined the need for services proposed in your application, including any pertinent statistics to substantiate your rationale.
- e. Describe how consumers were involved in the application process in identifying the needs and interventions.
- f. Delineate the estimated number of individuals you expect to serve under your proposed program and how this has been determined.

**3. Applicant Capacity and Experience (3 pages or less)  
Maximum Score: 15 points**

- a. Briefly describe your agency, its overall mission, services, and location of services, highlighting all primary care and HCV or HIV/HCV coinfection related services currently provided to the target population by your agency. Preference will be given to programs that offer HCV medical care, treatment and supportive services within a primary care environment.
- b. Describe your agency's capacity and experience for providing the core services listed on pages 14-16 on-site.

- c. Describe the racial/ethnic composition of the board and staff (management and program) in relation to the population served.
- d. Describe the population(s) currently being served by the agency including age, gender, race, ethnicity, socioeconomic status, insurance status, risk behaviors, HCV **or** HIV/HCV coinfection prevalence and other significant characteristics.
- e. Describe your agency's experience in providing HCV services, including HCV treatment, and in developing and implementing new programs. Preference will be given to applicants that have established models of HCV service delivery that are responsive to the complex needs of those chronically infected with HCV.
- f. Describe all existing HCV **or** HIV/HCV coinfection related activities/services, including length of time these services have been provided.
- g. Describe the number and characteristics of HCV-infected **or** HIV/HCV coinfecting and at-risk individuals served.
- h. Describe the type and quantity of HCV **or** HIV/HCV services provided, including any outcomes.
- i. Describe your agency's capacity to provide administrative and executive support for program implementation, fiscal management, grants management, and information systems (Attachment 12). Include a copy of your most recent Yearly Independent Audit.
- j. Describe your experience in working collaboratively with other agencies providing services to those at-risk for or infected with HCV **or** HIV/HCV. Include any information on your agency's participation in networks, task forces, coalitions and other planning bodies.
- k. Describe your experience in the effective oversight of administrative, fiscal, and programmatic aspects of government contracts. Preference will be given to applicants 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.

**4. Program Design and Activities**

**(8 pages or less)**

**Maximum Score: 35 points**

- a. Describe the goal(s) of your proposed program and the specific objectives to meet your program goals.
- b. Describe the proposed program activities and services and how they will be implemented, including:
  - i. How your organization will engage and retain clients in care;
  - ii. How you will work with other programs in your community serving those at-risk for or infected with HCV **or** HIV/HCV such as local health departments, county jails, NYSDOCS syringe exchange programs and substance use treatment programs to recruit clients into your program;
  - iii. The HCV treatment adherence support services you plan to offer;
  - iv. Your plan for coordination of care, including services offered on-site and by referral; and
  - v. How each program activity addresses the stated goals and objectives of the program and improves medical and treatment outcomes.
- c. Describe the proposed staffing for the program, including the qualifications, roles and responsibilities of each position (Attachment 12).
  - i. Describe the support, initial and ongoing training, and supervision that will be available to staff to ensure consistent quality services and achievement of all program goals.

- ii. Indicate who will be responsible for the development and management of the program and briefly describe that person's qualifications and experience.
  - iii. Describe the qualifications and experience of the staff person responsible for providing HCV clinical care and treatment to infected individuals (*see page 11 for General Program Requirements*).
  - iv. Describe the qualifications and experience of the mental health service provider(s).
- d. Describe how services not provided on-site by your agency will be accessed, coordinated and tracked to ensure continuity of care, including:
  - i. How clients are referred for services and;
  - ii. How follow-up on referrals is conducted; and
  - iii. Copies of linkage agreements from each agency as attachments. Preference will be given to organizations that demonstrate well established linkages and have written agreements with other agencies.
- e. If peer services are provided, describe:
  - i. How peers will be selected for your program;
  - ii. The type of peer services that will be provided and how they will improve medical outcomes;
  - iii. How peers will be trained to provide treatment support services;
  - iv. How peer interventions will be integrated into the client's adherence plan; and
  - v. The relationship of the peers to the health care team.
- f. Describe activities to ensure all providers have accurate and current knowledge of hepatitis C and hepatitis C care and treatment.
- g. Describe how the agency will ensure that the services provided are culturally competent and how language, age and developmentally appropriate services will be provided for all populations identified as priorities.
- h. Include as an attachment a timeline (Attachment 8) for implementation and provision of proposed program activities for a 12-month period.
- i. Describe how consumers were involved in developing the program design.

**5. Evaluation**

**(3 pages or less)**

**Maximum Score: 20 points**

- a. Describe how the agency will provide ongoing monitoring and evaluation of the proposed program activities to ensure that clients are receiving the services they need and that services are having their desired outcomes.
- b. Explain how your agency will monitor its progress in meeting workplan projections as they relate to the target population.
- c. Describe how your program will monitor the effectiveness of the proposed activities including retention in care and treatment adherence.
- d. Describe the methods the agency will use to determine client satisfaction, how it will be administered, including frequency, and with whom the results will be shared.
- e. Describe your agency's capacity for collecting and reporting unduplicated, client-specific data. In describing your existing systems, please include a brief description of the systems information content and reporting capacity.
- f. Describe how consumers will be involved in the program evaluation.

- g. Please provide a description of how you propose to implement AIRS. If you are currently using the system, describe your current implementation strategy. You must include staff position roles and responsibilities for activities including, but not limited to: system administration, data entry, quality control, and AIDS Institute reporting. Also, please provide a description of the physical infrastructure used to implement the system which includes the following: network vs. stand-alone set-up, if networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system. If stand-alone, please include desktop specifications. Your description must also fully describe how data will flow from point of service delivery to entry in AIRS.
- h. Has your facility implemented an Electronic Medical Record system (EMR). If so, please include 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 being used.

## **6. Budget**

**(Not counted in page total)**

**Maximum Score: 20 points**

Complete the attached budget forms, including a brief narrative justification of each item on the forms provided (Attachment 9). Assume a 12-month budget. The budget request should relate directly to the activities described in the application as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form, not to exceed two-double spaced pages. For all existing staff, including peers, the budget justification must delineate how the percentage of time devoted to this project has been determined. This funding cannot supplant funding currently available for existing staff activities. Administrative costs should not exceed 10% of direct program costs. The amount of funding requested should be reasonable with respect to proposed services, and the proposed program should be cost-effective.

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 ineligible budget items.

## **7. Required Attachments to the Application**

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

- Application Checklist (Attachment 2)
- Application Cover Page (Attachment 3)
- Sample Letter of Interest (Attachment 4)
- Letters of Commitment (Attachments 5-6)

Timeline of Program Implementation and Activities (Attachment 8)  
Budget Forms and Narrative Justification (Attachment 9)  
Vendor Responsibility Questionnaire (Attachment 10) (If you choose not to complete on-line)  
Most recent Yearly Independent Audit  
Agency Capacity Information (Attachment 12)

**Component C: Improving Medical Outcomes through Engagement and Retention in Care for HIV-Infected African Americans/Blacks and Latinos in Select Upstate Regions**

**1. Program Summary**

**(1 page)**

**Not Scored**

Summarize the proposed program in one page or less. Describe the purpose of your program, the target population(s), proposed services and interventions, and anticipated outcomes.

**2. Statement of Need**

**(2 pages or less)**

**Maximum Score: 10 points**

- a. Describe the target population and the major barriers in accessing medical care and treatment for the population you plan to serve. Include demographics, risk behaviors and any statistics that demonstrate the impact of HIV on the target population.
- b. Describe any existing programs in your area/region that provide similar services.
- c. Indicate the geographical area to be served and how your organization is well-placed within this geographic area to serve the target population.
- d. Describe how you have determined the need for services proposed in your application, including any pertinent statistics to substantiate your rationale.
- e. Describe how consumers were involved in the application process, identifying needs and developing the program model and interventions.
- f. Delineate the estimated number of individuals you expect to serve under your proposed program and how this has been determined.

**3. Applicant Capacity and Experience**

**(3 pages or less)**

**Maximum Score: 15 points**

- a. Briefly describe your agency, its overall mission and services, and location of services, highlighting all HIV-related services currently provided by your agency to the target population.
- b. Describe the racial/ethnic composition of the board and staff (management and program) in relation to the population served. Preference will be given to those organizations with boards and staff (management and program) that represent the populations served.
- c. Describe the population(s) currently being served by the agency including age, gender, race, ethnicity, socioeconomic status, insurance status, risk behaviors, and other significant characteristics.
- d. Describe your agency's experience in providing HIV primary care treatment to the target population.
- e. Describe all existing HIV-related activities/services, including:

- i. Length of time these activities/services have been provided; and
  - ii. Number and characteristics of HIV-infected individuals served, and type and quantity of services provided, including any measurable outcomes.
- f. Describe your agency's capacity to provide administrative and executive support for program implementation, fiscal management, grants management, and information systems. Complete Attachment 12. Preference will be given to applicants who have a history of 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 report. Attach a copy of your most recent Yearly Independent Audit.
- g. Describe your experience in working collaboratively with other agencies providing services to People living with HIV/AIDS. Include any information on your agency's participation in networks, task forces, coalitions and other planning bodies. Provide specific examples of collaborative relationships relevant to engagement and retention in care.

#### **4. Program Design and Activities**

**(8 pages or less)**

**Maximum Score: 35 points**

- a. Describe the goal(s) of your proposed program and the specific objectives.
- b. Describe the proposed program activities and services and how they will be implemented, including:
  - i. How you will work with other programs in your community serving the target population such as local community based organizations, substance use treatment programs, and other health and human service providers to support clients.
  - ii. The HIV treatment adherence support services you plan to offer.
  - iii. Your plan for coordination of care, including services offered on and off site.
  - iv. How each program activity addresses the stated goals and objectives of the program and improves medical and treatment outcomes.
- c. Describe the proposed staffing for the program, including:
  - i. The qualifications, roles and responsibilities of each position;
  - ii. The support and initial and ongoing training and supervision that will be available to staff to ensure consistent quality services and achievement of all program goals.
  - iii. Indicate who will be responsible for the development and management of the program and briefly describe that person's qualifications and experience.
- d. Describe how services not provided on-site by your agency will be accessed, coordinated and tracked to ensure continuity of care, including:
  - i. How clients are referred for services and;
  - ii. How follow-up on referrals is conducted. Provide copies of linkage agreements from each agency as attachments.
- e. If peer services are provided, describe:
  - i. How peers will be selected for your program;
  - ii. Type of peer services that will be provided and how they will improve medical outcomes;
  - iii. How peers will be trained to provide treatment support services;
  - iv. How peer interventions will be integrated into the client's adherence plan; and
  - v. The relationship of the peers to the health care team.

- f. Describe activities to ensure all providers involved with client's care and/or supportive services have accurate and current knowledge of the HIV treatment plan.
- g. Describe how the agency will ensure that the services provided are culturally competent and how language, age, gender, sexual orientation and developmentally appropriate services will be provided for all populations identified as priorities.
- h. Include as an attachment a timeline (Attachment 8) for implementation and provision of proposed program activities for a 12-month period.
- i. Describe how consumers were involved in developing the program design.

**5. Evaluation**

**(3 pages or less)**

**Maximum Score: 20 points**

- a. Identify who will provide evaluation oversight and state their qualifications. Preference will be given to applicants who have a work agreement with a credentialed evaluator, or indicate an association with an academic institution that conducts evaluations, that will provide oversight for the program evaluation.
- b. Describe the role of agency program staff in evaluation process.
- c. Describe how the agency will provide ongoing monitoring and evaluation of the proposed program activities to ensure that clients are receiving the services they need and that services are having their desired outcomes of improved retention in care and treatment adherence.
- d. Describe how your program will determine the effectiveness of the proposed activities. Explain how your agency will monitor and measure improved medical outcomes.
- e. Describe the methods the agency will use to determine client satisfaction, how they will be administered, including frequency, and with whom the results will be shared.
- f. Describe how consumers will be involved in the program evaluation.
- g. Please provide a description of how you propose to implement AIRS. If you are currently using the system, describe your current implementation strategy. You must include staff position roles and responsibilities for activities including, but not limited to: system administration, data entry, quality control, and AIDS Institute reporting. Also, please provide a description of the physical infrastructure used to implement the system which includes the following: network vs. stand-alone set-up, if networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system. If stand-alone, please include desktop specifications. Your description must also fully describe how data will flow from point of service delivery to entry in AIRS.
- h. Has your facility implemented an Electronic Medical Record system (EMR). If so, please include 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 being used.

## **6. Budget**

**(Not counted in page total)  
Maximum Score: 20 points**

Complete the attached budget forms, including a brief narrative justification of each item on the forms provided (Attachment 9). Assume a 12-month budget. The budget request should relate directly to the activities described in the application as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form, not to exceed two-double spaced pages. For all existing staff, including peers, the Budget Justification must delineate how the percentage of time devoted to this project has been determined. This funding cannot supplant funding currently available for existing staff activities. Administrative costs should not exceed 10% of direct program costs. The amount of funding requested should be reasonable with respect to proposed services, and the proposed program should be cost-effective.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of ineligible budget items. 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 ineligible budget items.

## **7. Required Attachments to the Application**

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

- Application Checklist (Attachment 2)
- Application Cover Page (Attachment 3)
- Sample Letter of Interest (Attachment 4)
- Letters of Commitment (Attachments 5-6)
- Service Grid (Attachment 7)
- Timeline of Program Implementation and Activities (Attachment 8)
- Budget Forms and Narrative Justification (Attachment 9)
- Vendor Responsibility Questionnaire (Attachment 10) (If you choose not to complete on-line)
- Most recent Yearly Independent Audit
- Agency Capacity Information (Attachment 12)

## **VII. REVIEW OF APPLICATIONS AND AWARD PROCESS FOR ALL COMPONENTS**

Applications meeting the eligibility requirements and guidelines set forth above will be reviewed and evaluated competitively by a panel convened by the AIDS Institute using an objective rating system reflective of the required items specified for each section.

In addition to applicant responses to the above statements and questions, reviewers will also consider the following factors: 1) clarity of the application; 2) responsiveness to the Request for Applications; 3)

agency capacity and experience; 4) demonstration of need for proposed services; 5) the applicant agency's access to the target population; 6) the comprehensiveness of the program design; 7) the appropriateness of the evaluation strategy; 8) justification for costs included in the budget; and 9) relative intensity of the activities/services to be provided; and 10) the applicant's experience in the effective oversight of administrative, fiscal, and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports.

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 II., Parts A-C of the RFA.

A visit to a prospective selectee's site may be appropriate when the agency and its facilities are not familiar to the AIDS Institute. The purpose of such a visit would be to verify that the agency has appropriate facilities to carry out the work plan it described in its application for funding.

In cases in which two or more applicants for funding are judged, on the basis of their written proposals, to be essentially equal in quality, such applicants may be invited to meet with appropriate AIDS Institute staff. Such meetings, to be conducted in a fashion comparable to employment interviews, are for the purpose of helping to distinguish between or among the applicants based on their responses to structured questions.

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

**ATTACHMENT 1**

**STANDARD CONTRACT WITH APPENDICES  
STATE AND HEALTH RESEARCH, INC.**

# GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address): \_\_\_\_\_ . NYS COMPTROLLER'S NUMBER: \_\_\_\_\_  
\_\_\_\_\_  
CONTRACTOR (Name and Address): \_\_\_\_\_ . ORIGINATING AGENCY CODE: \_\_\_\_\_  
\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_ . TYPE OF PROGRAM(S) \_\_\_\_\_  
\_\_\_\_\_  
MUNICIPALITY NO. (if applicable): \_\_\_\_\_ . INITIAL CONTRACT PERIOD \_\_\_\_\_  
\_\_\_\_\_  
CHARITIES REGISTRATION NUMBER: \_\_\_\_\_ . FROM: \_\_\_\_\_  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ or ( ) EXEMPT: \_\_\_\_\_ . TO: \_\_\_\_\_  
(If EXEMPT, indicate basis for exemption): \_\_\_\_\_ . FUNDING AMOUNT FOR INITIAL PERIOD: \_\_\_\_\_  
\_\_\_\_\_  
CONTRACTOR HAS( ) HAS NOT( ) TIMELY . MULTI-YEAR TERM (if applicable): \_\_\_\_\_  
FILED WITH THE ATTORNEY GENERAL'S . FROM: \_\_\_\_\_  
CHARITIES BUREAU ALL REQUIRED PERIODIC . TO: \_\_\_\_\_  
OR ANNUAL WRITTEN REPORTS. \_\_\_\_\_  
\_\_\_\_\_  
CONTRACTOR IS( ) IS NOT( ) A .  
SECTARIAN ENTITY .  
CONTRACTOR IS( ) IS NOT( ) A .  
NOT-FOR-PROFIT ORGANIZATION .

## 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 _____	_____



# STATE OF NEW YORK

## AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

Agency Code 12000  
APPENDIX X

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: \_\_\_\_\_

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

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## APPENDIX A-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 F

## AIDS INSTITUTE POLICY

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

#### 1. Statement of Purpose

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

#### 2. Definition

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

#### 3. Access

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

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

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

#### 4. Disclosure

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

#### 5. Disposition

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

#### 6. Confidentiality Protocols

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

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

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

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

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

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

**7. Employee Training**

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

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

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

**8. Employee Attestation.**

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

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

New York State Department of Health

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

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

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

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

## Information in the box below must be completed.

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

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

\*Human Immunodeficiency Virus that causes AIDS

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

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Subject of information or legally authorized representative)

If legal representative, indicate relationship to subject: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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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):

<input type="checkbox"/>	Mi información relativa al VIH
<input type="checkbox"/>	Ambas (información médica tanto ajena como relativa al VIH)
<input type="checkbox"/>	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 información que se ha de divulgar: \_\_\_\_\_

Motivo de la divulgación: \_\_\_\_\_

Período durante el cual se autoriza la divulgación de la información Desde: \_\_\_\_\_ Hasta: \_\_\_\_\_

Una vez que la información ha sido divulgada, la autorización no podrá ser revocada. Excepciones adicionales al derecho de revocar una autorización, de 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.

## 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:

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

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

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

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

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

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

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

Firma \_\_\_\_\_ 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:

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

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

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

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

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

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

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

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

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

Firma \_\_\_\_\_ Fecha \_\_\_\_\_

Número de paciente o cliente \_\_\_\_\_

**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.

<b>Contractor Type</b>	<b>Administrative Requirements</b>	<b>Cost Principles</b>	<b>Audit Requirements Federally Funded Only</b>
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 but 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

*Attach B – Program Specific Clauses – AIDS Inst (05/01/07)*

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/](http://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.
- (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.
- (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;

(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.

## 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 300ee(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 contact 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.

## ATTACHMENT 2

### APPLICATION CHECKLIST

RFA #08-0006

**Expanding the Capacity to Provide Hepatitis C Care and Treatment  
and  
Improving Medical Outcomes through Engagement and Retention in Care for HIV-Infected African Americans/Blacks and  
Latinos in Select Upstate Regions**

#### Submission Requirements Checklist

Please be sure that your application adheres to the following submission requirements and indicate compliance with these requirements by placing a check in the applicable box below.

#### FORMAT

- The portion of the application to which page limits apply does not exceed **17 double-spaced pages**;
- The application uses a **12-font type**;
- The application has **one-inch margins** on all sides;
- All copies are **legible**;
- All pages are **numbered**; and
- All appendices are **clearly marked**.

#### BUDGET

Budget does not exceed the maximum budget amount for the Region for which you are applying (Components A, B and C).

**Please arrange your application in the following order and not inclusion of applicable elements by placing a check mark in the adjacent box.**

Application Checklist (Attachment 2)

Application Cover Page (Attachment 3)

Letters of Commitment (Attachment 5 and 6)

Service Grid (Attachment 7 – Component C ONLY)

Application Narrative

Budget Forms (Attachment 8)

Program Timeline (Attachment 9)

Vendor Responsibility Questionnaire (Attachment 10) (if you choose not to complete on-line)

Vendor Responsibility Attestation (Attachment 11)

Copy of your most recent Yearly Independent Audit

Curriculum Vitae for all program staff – Components A and B ONLY

Agency Capacity Information (Attachment 12)

**ATTACHMENT 3**

**Application Cover Page**

**RFA#:08-0006**

**Expanding the Capacity to Provide Hepatitis C Care and Treatment  
And  
Improving Medical Outcomes through Engagement and Retention in Care for HIV-  
Infected African Americans/Blacks and Latinos in Select Upstate Regions**

**NOTE:** If applying for more than one component of this RFA, a separate application and cover page **must** be submitted for each component.

Component (please check):  Component A  Component B  Component C

Agency Name\*: \_\_\_\_\_

Agency's Federal ID Number: \_\_\_\_\_

Contact Person (please type or print): \_\_\_\_\_

Contact Person's Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

County/Borough: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

If applying for Component A please indicate the Region:  Rest of State  New York City

If applying for Component B please indicate the Region:

Western NY       Finger Lakes       Central NY

Northeastern NY       Hudson Valley       Long Island       New York City

If applying for Component C please indicate the Region:

Rochester/Finger Lakes Region     Buffalo/Western New York Region

Hudson Valley Region:

Sullivan County     Ulster County     Orange County

Total Amount of Funding Requested: \_\_\_\_\_

\* If applicant name is different from contracting agency, please briefly explain relationship:

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**ATTACHMENT 4**

**SAMPLE  
Letter of Interest**

Valerie J. White  
Deputy Director  
Administration & Data Systems  
NYSDOH/AIDS Institute  
ESP, Corning Tower, Room 478  
Albany, NY 12237

**RFA#08-0006**

**Expanding the Capacity to Provide Hepatitis C Care and Treatment and Improving  
Medical Outcomes through Engagement and Retention in Care for HIV-Infected African  
Americans/Blacks and Latinos in Select Upstate Regions**

Dear Ms. White:

This letter is to indicate our interest in (Specify Component or Components) of the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written response to questions, or amendments to the RFA.

Sincerely,

Name  
Title  
Applicant Agency  
Address  
Email

## ATTACHMENT 5

### SAMPLE LETTER OF COMMITMENT

#### From the Executive Director or Chief Executive Officer of Applicant

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 solicitation “Expanding the Capacity to Provide Hepatitis C Care and Treatment and Improving Medical Outcomes through Engagement and Retention in Care for HIV-Infected African Americans/Blacks and Latinos in Select Upstate Regions ” (RFA #08-0006).

I am committed to ensuring that the proposed services will be provided and that the staff will be qualified, appropriately trained and have sufficient in-house leadership and resources to implement the program.

For Components A or B, please check the appropriate boxes indicating your agency meets the eligibility requirements:

As the Executive Director or Chief Executive Officer, I attest as an applicant under Component A \_\_\_ or B \_\_\_ (*Check Component*) that the organization meets **all** of the following eligibility requirements:

- Applicant is a not-for-profit health care organization licensed by the NYSDOH under Article 28 of the NYS Public Health Law.
- Applicant demonstrates that all core services listed on pages 14-19 will be offered on-site.

For Component C, please check the appropriate boxes indicating your agency meets the eligibility requirements:

As the Executive Director or Chief Executive Officer, I attest as an applicant under Component C that the organization meets **all** of the following eligibility requirements:

- Applicant is a not-for-profit health care organization licensed by the NYSDOH under Article 28 of the NYS Public Health Law with primary health care program sites located in the regions of Rochester/Finger Lakes, Buffalo/Western New York, or the Mid-Hudson counties of Sullivan, Ulster, and Orange.
- Applicant has an active HIV care caseload of at least 65 individuals.
- Applicant has an active HIV care caseloads must be representative of at least 50 % African Americans/Blacks and Latinos (combined percentage).

Sincerely,  
Executive Director or Chief Executive Officer

## ATTACHMENT 6

### SAMPLE LETTER OF COMMITMENT

#### From the Director of Medical Services of Applicant

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 solicitation “Expanding the Capacity to Provide Hepatitis C Care and Treatment and Improving Medical Outcomes through Engagement and Retention in Care for HIV-Infected African Americans/Blacks and Latinos in Select Upstate Regions ” (Solicitation #08-0006).

I am committed to ensuring that the proposed services will be provided and that the staff will be qualified, appropriately trained and have sufficient in-house leadership and resources to implement the program.

For Components A or B, please check the appropriate boxes indicating your agency meets the eligibility requirements:

As the Director of Medical Services, I attest as an applicant under Component A \_\_\_ or B \_\_\_ (*Check Component*) that the organization meets **all** of the following eligibility requirements:

- Applicant is a not-for-profit health care organization licensed by the NYSDOH under Article 28 of the NYS Public Health Law.
- Applicant demonstrates that all core services listed on pages 14-19 will be offered on-site.

For Component C, please check the appropriate boxes indicating your agency meets the eligibility requirements:

As the Director of Medical Services, I attest as an applicant under Component C that the organization meets **all** of the following eligibility requirements:

- Applicant is a not-for-profit health care organization licensed by the NYSDOH under Article 28 of the NYS Public Health Law with primary health care program sites located in the regions of Rochester/Finger Lakes, Buffalo/Western New York, or the Mid-Hudson counties of Sullivan, Ulster, and Orange.
- Applicant has an active HIV care caseload of at least 65 individuals.
- Applicant has an active HIV care caseloads must be representative of at least 50 % African Americans/Blacks and Latinos (combined percentage).

Sincerely,  
Director of Medical Services

**ATTACHMENT 7**

**SERVICE GRID - COMPONENT C ONLY**

<b>Number of New* HIV-Infected Patients Enrolled in Care During CY 2007</b>	<b>Number of Active**HIV-Infected Patients in Care in CY 2007</b>	<b>Race/Ethnicity of HIV-Infected Patients in Care in CY 2007***</b>		
		<b>AA/Black</b>	<b>Latino</b>	<b>All Other</b>

\* New to the medical facility, not necessarily newly identified infections.

\*\* Active in care is defined as patients who have received two or more encounters in a 12 month period, with at least one being in each 6 month period of the CY 2007.

\*\*\* Total should equal number of active HIV-infected patients in care in CY 2007.



## ATTACHMENT 9

### INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

#### Page 1 - Summary Budget

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

#### Page 2- Personal Services

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

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

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

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

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

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

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

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

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

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

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

### **Page 3 - Fringe Benefits and Position Descriptions**

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

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

### **Page 4 -Subcontracts**

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

### **Page 5- Grant Funding From All Other Sources**

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

### **Page 6 - Budget Justification**

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

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

**New York State Department Of Health  
AIDS Institute  
Summary Budget Form**

*(To be used for Solicitations)*

**Contractor:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_

**Federal ID #:** \_\_\_\_\_

Budget Items		Amount Requested from AIDS Institute	<i>Third Party Revenue*</i> <small>Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)</small>
(A)	PERSONAL SERVICES		
(B)	FRINGE BENEFITS		
(C)	SUPPLIES		
(D)	TRAVEL		
(E)	EQUIPMENT		
(F)	MISCELLANEOUS		
(G)	SUBCONTRACTS/CONSULTANTS		
(H)	ADMINISTRATIVE COSTS		
<b>TOTAL (Sum of lines A through H)</b>			
<b>Personal Services Total</b>			
Sum of A & B			
<b>OTPS Total</b>			
Sum of C through H			

*\* If applicable to RFA*



## Fringe Benefits and Position Descriptions

Contractor:  
Contract Period:  
Federal ID #:

### FRINGE BENEFITS

1. Does your agency have a federally approved fringe benefit rate?

YES

Approved Rate (%) : \_\_\_\_\_

*Contractor must attach a copy of federally approved rate agreement.*

NO

Amount Requested (\$) : \_\_\_\_\_

**Complete 2-6 below.**

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

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

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

5. Date of most recently audited financial statements: \_\_\_\_\_

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

6. Requested rate and amount for fringe benefits:

Rate Requested (%) : \_\_\_\_\_

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

Amount Requested (\$) : \_\_\_\_\_

### POSITION DESCRIPTIONS

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

**Position Descriptions (cont.)**

**Contractor:**  
**Contract Period:**  
**Federal ID #:**

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

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

**Subcontracts/Consultants**

**Contractor:**  
**Contract Period:**  
**Federal ID #:**

**SUBCONTRACTS/CONSULTANTS :**

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

Agency/Name

Description of Services

Amount

**Total :** \_\_\_\_\_

### Grant Funding from All Other Sources

Contractor:  
Contract Period:  
Federal ID #:

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

Funding Source	Total Funding Amount	Funding Period	Program Summary

**AIDS Institute**  
Solicitation Budget Justification

**Contractor:**  
**Contract Period:**  
**Federal ID #:**

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

## ATTACHMENT 10

### Vendor Responsibility Questionnaire

#### **Instructions for Completing the Questionnaire**

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

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

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

**Please read the certification requirement at the end of this questionnaire.**

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

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

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

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

**I. BUSINESS CHARACTERISTICS**

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

**II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS**

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

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

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

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

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

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

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

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

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

<b>VIII. LEADERSHIP INTEGRITY</b>	
<b>Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.</b>	
<b>Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to</b>	
<b>8.0 a sanction imposed relative to any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>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?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.3 a misdemeanor or felony charge, indictment or conviction for:</b> (i) <b>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</b> (ii) <b>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?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.4 a debarment from any government contracting process?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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

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

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

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

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
NOT-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 11

## Vendor Responsibility Attestation

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

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

### 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)?

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## **RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT GUIDANCE FOR PART B CONTRACTORS**

This guidance sets forth requirements related to AIDS Institute Ryan White Part B (formerly Title II) contracts as stipulated in the Ryan White HIV/AIDS Treatment Modernization Act and as mandated by HRSA policy and New York State policy. The following information provides guidance for contractors in developing budgets and work plans. Ryan White contracts **must** adhere to these requirements. This guidance includes information on allowable services, client eligibility, time and effort reporting, administration, and payer of last resort/revenue requirements. Please note that these policies may not be applicable to Ryan White Part A (formerly Title I) contracts administered by MHRA.

### **RYAN WHITE SERVICE CATEGORIES**

The Ryan White HIV/AIDS Treatment Modernization Act (RWHATMA) limits the persons eligible for Ryan White services and limits the services that are allowable with Ryan White funds. Activities supported and the use of funds appropriated under the RWHATMA must be in accordance with legislative intent, federal cost principles, and program-specific policies issued by the federal Health Resources and Services Administration (HRSA). HRSA policy related to Ryan White Parts A and B states that no service will be supported with Ryan White funds unless it falls within the legislatively defined range of services. In addition, the RWHATMA stipulates that funds will not be used to make payments for any item or service to the extent that payment can reasonably be expected to be made by sources other than Ryan White funds. HRSA policy states that grantees and their contractors must recognize that Ryan White funds are to be considered dollars of last resort and must make reasonable efforts to secure other funding instead of Ryan White funding whenever possible. In conducting program planning, developing contracts, and overseeing programs, you must comply with legislative intent and HRSA policy regarding allowable services and payer of last resort requirements.

Ryan White Part B funds may be used to support the following services:

### **CORE SERVICES**

- 1. Outpatient/Ambulatory medical care (health services)** is the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education

and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). *Primary medical care* for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

- 2. Mental health services for HIV-positive persons.** Psychological and psychiatric treatment and counseling services, including individual and group counseling, provided by mental health professionals licensed by the NYS Department of Education and the Board of Regents to practice within the boundaries and scope of their respective profession. This includes Psychiatrists, Psychologists, Psychiatric Nurse Practitioners, Masters prepared Psychiatric Registered Nurses, and Licensed Clinical Social Workers. All mental health services must be provided in accordance with the AIDS Institute Mental Health Standards of Care.
- 3. Medical nutrition therapy** is provided by a licensed registered dietitian outside of a primary care visit and includes the provision of nutritional supplements. Medical nutrition therapy provided by someone other than a licensed/registered dietitian should be recorded under psychosocial support services.
- 4. Medical case management services (including treatment adherence)** are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication. All case management services must be provided in accordance with AIDS Institute case management standards.
- 5. Substance abuse services-outpatient** is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

**SUPPORT SERVICES, defined as services needed to achieve outcomes that affect the HIV-related clinical status of a person with HIV/AIDS.** Support services must be shown

to improve clinical outcomes. Support services must facilitate access to care. Allowable support services are:

- 6. Case management (non-medical)** includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed support services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does. In accordance with HRSA HAB policy notice 01-01, this includes transitional case management for incarcerated persons as they prepare to exit the correctional system as part of effective discharge planning, or who are in the correctional system for a brief period, which would not include any type of discharge planning. All case management services must be provided in accordance with AIDS Institute case management standards.
- 7. Child care services** are the provision of care for the children of clients who are HIV-positive while the clients attend medical or other appointments or Ryan White Program-related meetings, groups, or training. **NOTE: This does not include child care while a client is at work.**
- 8. Emergency financial assistance** is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available.
- 9. Food bank/home-delivered meals** include the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food.
- 10. Health education/risk reduction** is the provision of services that educate clients with HIV, including the provision of information about medical and psychosocial support services and counseling to help clients with HIV improve their health status, and education about HIV transmission and how to reduce the risk of HIV transmission.
- 11. Housing services** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.
- 12. Linguistics services** include the provision of interpretation and translation services.
- 13. Medical transportation services** include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

14. **Outreach services** are programs that have as their principal purpose identification of people who know their status so that they may become aware of, and may be enrolled in care and treatment services, **NOT** HIV counseling and testing or HIV prevention education. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.
15. **Psychosocial support services** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups that improve medical outcomes, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.
16. **Referral for health care/supportive services** is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.
17. **Rehabilitation services** are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.
18. **Respite care** is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client with HIV/AIDS.
19. **Treatment adherence counseling** is the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by non-medical personnel outside of the medical case management and clinical setting.

Ryan White funds may also be used to support New York State's Ryan White HIV Care Networks and services that support network activities (e.g., transportation for persons living with HIV/AIDS to attend network meetings), training of providers delivering allowable services that is intended to improve medical outcomes, and consumer education/training that is intended to improve medical outcomes.

**Ryan White Part B funds cannot be used to support services that are not included on the above list. Examples of services that are not allowable include:**

1. HIV prevention/risk reduction for HIV-negative or at-risk individuals.
2. Syringe exchange programs.
3. HIV counseling and testing.
4. Employment, vocational rehabilitation, or employment-readiness services.

5. Art, drama, music, dance, or photography therapy.
6. Social, recreational, or entertainment activities. **Federal funds cannot be used to support social, recreational or entertainment activities.** Ryan White funds cannot be used to support amusement, diversion, social activities, or any costs related to such activities, such as tickets to shows, movies or sports events, meals, lodging, transportation, and gratuities. Movie tickets or other tickets cannot be used as incentives. Ryan White funds cannot support parties, picnics, structured socialization, athletics, etc.
7. Non-client-specific or non-service-specific advocacy activities.
8. Services for incarcerated persons, except transitional case management.
9. Costs associated with operating clinical trials.
10. Funeral, burial, cremation or related expenses.
11. Direct maintenance expense, loan payments, insurance, or license and registration fees associated with a privately owned vehicle.
12. Local or State personal property taxes.
13. Criminal defense or class action suits unrelated to access to services eligible for funding under the RWHATMA.
14. Direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service or commodity (e.g., food or transportation), must be used to meet the need for such services. Voucher programs must be administered in a manner which assures that vouchers cannot be readily converted to cash.
15. Inpatient services.
16. Clothing.
17. Installation of permanent systems for filtration of all water entering a private residence.
18. Professional licensure or to meet program licensure requirements.
19. Broad-scope awareness activities about HIV services which target the general public.
20. Gift certificates.
21. **Fund raising.** Federal funds cannot be used for organized fund raising, including financial campaigns, solicitation of gifts and bequests, expenses related to raising capital or contributions, or the costs of meetings or other events related to fund raising or other organizational activities, such as the costs of displays, demonstrations, and exhibits, the cost of meeting rooms, and other special facilities used in conjunction with shows or other special events, and costs of promotional items and memorabilia, including gifts and souvenirs. These costs are unallowable regardless of the purpose for which the funds, gifts or contributions will be used.
22. Transportation for any purpose other than acquiring medical services or acquiring support services that are linked to medical outcomes associated with HIV clinical status. Transportation for personal errands, such as grocery shopping, other shopping, banking, social/recreational events, restaurants, or family gatherings is not allowed.
23. Pediatric developmental assessment and early intervention services, defined as the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children.
24. Permanency planning, defined as the provision of services to help clients or families

make decisions about placement and care of minor children after the parents/caregivers are deceased or are no longer able to care for them.

25. Voter registration activities.
26. Costs associated with incorporation.
27. Herbal supplements/herbal medicines.
28. Massage and related services.
29. Reiki, Qi Gong, Tai chi and related activities.
30. Relaxation audio/video tapes.
31. Yoga, yoga instruction, yoga audio/video tapes, yoga/exercise mats.
32. Acupuncture services.
33. Buddy/companion services.
34. International travel.
35. Construction.
36. Lobbying expenses.

Contract work plans and duties descriptions of staff supported by Ryan White funds will be reviewed to ensure that they include only those activities that are fundable under the RWHATMA.

### **CLIENT ELIGIBILITY**

The intent of the RWHATMA is to serve HIV-positive persons. Contractors receiving Ryan White funds must have systems in place to ensure and document client eligibility. **Ryan White contractors must document client eligibility immediately upon client enrollment in a Ryan White service.** Client files must include primary documentation of positive HIV serostatus (e.g., lab results or physician statements) or reference to the primary documentation in the form of a certified referral form or a notation that eligibility has been confirmed, including the name of the person/organization verifying eligibility, date, and nature and location of primary documentation. Contractors must be made aware of this requirement, and contract managers must review documentation of client eligibility during monitoring. **NOTE: Also, please see the first paragraph under “Revenue/Payer of Last Resort” regarding the requirement to screen clients for eligibility to receive services through other payers.**

Non-infected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but 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:

1. 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.
2. 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.

Ryan White contractors are expected to provide documented, fundable services to eligible clients and to clearly define the scope and nature of such services in the contract work plan.

### **TIME AND EFFORT REPORTING**

Contractors must have systems in place to document time and effort of direct program staff supported by all federal funds. New federal contractors must submit their written policies related to time and effort to HRI for approval. Most often, such systems take the form of a time sheet entry. These time and effort reporting procedures must clearly identify the percentage of time each staff person devotes to contract activities in accordance with the approved budget. The percent of effort devoted to the project may vary from month to month. The employee's time sheet must indicate the percent of effort the employee devotes to each particular project for a given time period. The effort recorded on the time sheet must reflect the employee's funding sources, and the percent of effort recorded for Ryan White funds must match the percentage being claimed on the Ryan White voucher for the same time period. In addition, 100 percent of the employee's time must be documented. In cases where the percentage of effort of contract staff changes during the contract period, contractors must submit a budget modification request to the AIDS Institute.

On audit, contractors will be expected to produce this documentation. Failure to produce this documentation could result in audit disallowances. HRI also has the right to request back-up documentation on any vouchers if they choose to do so. Only indirect staff are not subject to time and effort reporting requirements. Such staff **must** be included in the administrative costs line, rather than in PS.

### **ADMINISTRATION**

The Ryan White legislation imposes a cap on contractor administration. Legislative intent is to keep administrative costs to an absolute minimum. Contractors must keep administrative costs to approximately ten percent of the total budget.

Administration includes the following:

- 1. Management and oversight of specific programs funded under Part B:** This includes staff who have agency management responsibility but no direct involvement in the program or the provision of services. This does not include the direct supervision of program/clinical staff. However, management and oversight of the specific Part B program could be a portion of an individual's responsibilities. For example, a program director or project coordinator might have responsibility for indirect management and oversight of the program along with responsibility for the direct provision of services, supervising day-to-day program operations, or direct supervision of staff involved in the

provision of services. In such a case, the former would be considered administrative, while the latter would be considered direct program. Titles that might involve management and oversight duties may include: Executive Director, Deputy Executive Director; Program Manager, Program Coordinator, Clinic Manager, etc.

2. **Other types of program support, such as quality assurance, quality control and related activities:** This includes staff whose duties relate to agency-wide quality assurance (e.g., developing agency quality assurance protocols, reviewing a sample of charts to determine the quality of services agency-wide, or participating on an agency's/facility's quality committee). This might not include quality assurance activities related specifically to an HIV program component of an agency; such activities will have to be reviewed on a case-by-case basis. This does not include supervisory quality assurance (e.g., reviewing charts with direct service staff to determine the appropriateness and comprehensiveness of services delivered to the staff person's clients).
3. **Routine contract administration:** This includes proposal, work plan and budget development, receipt and disbursement of contract funds, and preparation of programmatic and financial reports as required by the AIDS Institute.
4. **Audit:** All funds included in the budget's audit line. Please note that under revised federal audit requirements, grantees that expend \$500,000 or more in federal funds must have a single A-133 audit. Federal grantees that spend less than \$500,000 in federal funds annually are prohibited from charging federal funds for single audits. Therefore, only those contractors receiving federal funds of \$500,000 or more may request approval of reimbursement for single audit expenses through their Ryan White contract. However, Ryan White funds may be used to support limited financial review with prior AIDS Institute approval.
5. **Other administrative activities:** This includes fiscal activities, such as accounting, bookkeeping, payroll, etc., and operations responsibilities, such as security, maintenance, etc. Titles that may involve such duties include: Controller, Accounting Manager, Director of Operations, Bookkeeper, Accountant, Payroll Specialist, Finance Coordinator, Maintenance Worker, Security Officer, etc. Some types of insurance are considered program costs (e.g., medical malpractice insurance, insurance for a vehicle used as part of a transportation program), while some are considered administrative (general liability, board insurance).
6. **Indirect:** This includes usual and recognized overhead, including established indirect cost rates. Examples of such costs are rent, utilities, etc. Indirect costs are those shown in the budget's "administrative costs" line.

With regard to numbers 1 through 5 above, contractors must submit detailed duties descriptions. If staff spend portions of the time supported by the contract on administrative activities,

contractors must identify the percentage of time devoted to those activities so the AIDS Institute is able to identify the amount of the budget that supports administration. Contractors should also ensure that staff titles are consistent with their duties. For example, the title “Administrative Assistant” should not be used if the majority of the staff person’s duties are program related. A more appropriate title might be “Program Assistant.” Contract managers will work with contractors to ensure that titles reflect the duties of staff.

The percentage of staff time devoted to administration must be applied to the fringe amount. That is, if five percent of all personal services is identified as administrative, five percent of the fringe amount would be considered administrative as well. In addition, this percentage must be applied to OTPS lines unless OTPS items are described as specifically related to program. If five percent of all personal services is identified as administrative, five percent of OTPS would be considered administrative. Exceptions would include OTPS items that are 100 percent program-related, which might include: supplies such as educational materials, clinical materials, etc.; space for client services; travel for client transportation or staff travel for the purpose of serving clients.

We recognize that some administrative resources are needed by contractors to support direct service programs, and it is AIDS Institute policy to provide those resources within reason. However, it is important to note that Ryan White funds are meant to support direct services rather than administration. Contract managers will review budgets to determine the amount of funds supporting administration. If it is excessive, contract managers will work with you in revising budgets and work plans if necessary to reduce administrative costs.

### **REVENUE/PAYER OF LAST RESORT**

**In order to ensure that Ryan White funds are payer of last resort, contractors must screen clients for eligibility to receive services through other programs (e.g., Medicaid, Medicare, VA benefits, private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility.** Contractors must have policies and procedures in place addressing these screening requirements. Contract managers will review these policies and procedures as well as documentation of screening activities and client eligibility during contract monitoring.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be “utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made...” by programs and sources other than Ryan White.

All HIV service providers entering into contracts with the AIDS Institute agree to the following requirement contained in Attachment B, Paragraph 8, of their contracts:

“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, 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 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 HRI and the New York State Department of Health AIDS Institute."

## **I. Revenue Policy Goals**

The AIDS Institute administers funding for HIV services from the New York State budget and Parts A and B of the Ryan White HIV/AIDS Treatment Modernization Act. Ryan White Part A funding is allocated to the AIDS Institute by the New York City Department of Health and Mental Hygiene and the New York City HIV Health and Human Services Planning Council. Ryan White Part B funding is administered directly by the HIV/AIDS Bureau of the Health Resources and Services Administration (HRSA). Revenue policies vary by funding source. The State revenue policy sets forth core requirements. Ryan White revenue policy builds upon the core requirements, adding federally mandated restrictions.

### **State Revenue Policy**

The goal of the revenue policy with regard to State funding is to avoid duplication of payment. The AIDS Institute employs a total budget approach in implementing the revenue policy. The following is a summary of core requirements.

- All grant-funded programs must maximize the revenue available to the program through Medicaid, ADAP Plus and other third-party payers.
- Each grantee is required to track the revenue generated by the grant-funded program and to make such revenue available to the program either to enhance HIV services or to offset other expenses incurred by the contract, which are related to the HIV program.
- AIDS Institute approval is required for allocation of third-party revenues generated by the grant funded program.

## **Ryan White Revenue Policy**

The goal of Ryan White revenue policy is to ensure that Ryan White is the “payer of last resort.” Ryan White HIV/AIDS Treatment Modernization Act Section 2617(b)(7)(F) requires that “...the State will ensure that grant funds are not utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made with respect to that item or service under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Service).” HRSA policy 97-02 further states that at the individual client level, grantees and/or their subcontractors are expected to make reasonable efforts to secure other funding instead of Ryan White whenever possible. Ryan White funding may only be used for services that are not reimbursable by Medicaid, ADAP Plus or other third-party payers.

## **II. Ryan White Revenue Policy as applied to Article 28 Licensed health Facilities**

### **Analysis**

Reimbursement for services delivered in licensed health facilities in New York State is based on a medical model. The Medicaid program provides reimbursement only for health services delivered by a licensed physician, physician’s assistant or nurse practitioner. The only exceptions are the therapeutic visit available to Designated AIDS Centers and HIV counseling and testing, which may be provided by a trained counselor under the supervision of a physician. Mental health services are reimbursable only when provided by a clinical psychologist or a psychiatrist. As of November 1, 2003, Medicaid will also reimburse individual psychotherapy services provided by licensed clinical social workers in Federally Qualified Health Centers (FQHCs). In general, visits provided by nurses, nutritionists, social workers, health educators are not reimbursable.

The Medicaid program includes two dedicated HIV reimbursement programs. Hospitals with Designated AIDS Centers have access to a seven-tier rate structure that includes a full range of clinical visits. The HIV Primary Care Medicaid Program provides enhanced reimbursement for HIV counseling and testing and a more limited range of clinical visits. The enhanced rates are bundled and priced; they include labor costs for a defined set of diagnostic and treatment procedures as well as the costs of tests and ancillary services commonly needed by persons with HIV. The rates paid by the ADAP Plus uninsured program are based on the two Medicaid rate structures. HIV Medicaid rates for diagnostic and treatment centers, including community health centers and free-standing substance abuse treatment programs, have been frozen since 1995.

There is general recognition among medical and mental health experts of the need to integrate physical and mental health services.<sup>1</sup> In response to this need, HRSA’s Bureau of Primary Health Care launched an initiative to integrate physical care and mental health and chemical dependency services in all Section 330 programs. According to Kirk Strosahl, Ph.D., the lead

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<sup>1</sup> See, for example, Bazelon Center for Mental Health Law, “Effective Public Management of Mental Health Care: View from States on Medicaid Reforms that Enhance Service Integration and Accountability”, Milbank Memorial Fund Report, May 2000.

consultant for the HRSA initiative, primary care physicians already provide 50 percent of all mental health care in the United States and prescribe 67% of psychoactive agents and 80% of antidepressants. Moreover, only one in four patients referred to specialty medical health or chemical dependency care make the first appointment.

In New York, mental health services are provided to persons with HIV in Article 28 clinical settings as part of a comprehensive model, which integrates clinical and behavioral services and is consistent with the HRSA Bureau of Primary Health Care model. Mental health services provided in the clinical setting are secondary to the primary HIV diagnosis and include assessment, short-term solution-oriented therapy, and medication management. Patients with serious psychiatric disorders are referred to specialty mental health programs licensed by the New York State Office of Mental Health.

### **Uncovered Services**

As currently constructed, the ambulatory rates do not include prices for the following services commonly needed by persons with HIV. These services are included in the AIDS Institute's ambulatory care model, which is based on a multidisciplinary team approach to care. The services are:

- Targeted outreach to bring HIV-positive individuals into care;
- Treatment education and adherence monitoring;
- Case management;
- Comprehensive social work services;
- Nutritional services;
- Risk reduction for positives;
- Partner counseling and assistance;
- Mental health services provided by a counselor other than a clinical psychologist, a psychiatrist or a licensed clinical social worker working in a Federally Qualified Health Center.

Health care for persons living with HIV is intensive clinically and behaviorally. HIV clinicians must have the time, free from heavy productivity pressures, to provide both clinical and behavioral interventions. In the HIV ambulatory care model, the physician has the primary responsibility for treatment education, adherence monitoring and risk reduction for HIV-positive individuals. None of these services is included in the Medicaid and ADAP Plus rates, which were developed in the late 1980s. In addition, Medicaid and ADAP Plus do not cover the costs of the following activities, which are expected of clinicians within grant-funded programs:

- Education and training to attain or maintain status as HIV specialists;
- HIV program direction and development, including a dedicated quality improvement program;
- Participation in case conferencing.

### **Mobile Medical Units**

Mobile medical units may be operated out of hospitals or community based ambulatory care programs. In addition to providing services that are not part of Medicaid reimbursement rates such as treatment education, outreach to bring HIV-positive individuals into care, limited case management and risk reduction for positives, mobile outreach programs encounter substantial obstacles in accessing information needed for third party claims.

Mobile Outreach Units serve hard to reach and disenfranchised persons with HIV. Revenue generating opportunities from this venue are typically much more limited than in conventional settings. A high percentage of those served in this setting are inadequately housed, uninsured and often unable to obtain health insurance benefits. In addition, many of the persons who pursue services in this setting wish to maintain their anonymity and are unwilling to provide identifying information and unable to provide vital documentation such as a social security number, birth certificate, etc. Therefore opportunities to generate revenue either through the Enhanced Medicaid program or ADAP are extremely limited.

Mobile outreach units by design provide episodic care to persons in need while trying to link their patients to continuous care through conventional care settings such as community health centers and hospital based clinics. Once engaged at these more conventional settings, assistance is provided for obtaining Medicaid and other health insurance.

### **AIDS Institute Ryan White Revenue Policy - Article 28 Facilities**

The AIDS Institute's Ryan White revenue policy for health facilities is based on the analysis outlined above.

- The program must meet core state revenue requirements regarding the maximization and tracking of third-party revenues and the reallocation of such revenues to the HIV program with AIDS Institute approval.
- When necessary to ensure full coverage of services for persons with HIV, revenues from both state and Ryan White funding streams will be used to support grant-funded programs.
- Ryan White funding will be used to support members of the multidisciplinary team who provide services not covered by Medicaid and ADAP Plus (see above).
- Ryan White 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 adherence and risk-reduction services and case conferencing with other members of the multi-disciplinary team. The 20 percent limit does not apply to clinicians whose job description is primarily programmatic. The budget should reflect the revenue generated by the clinician as an in-kind contribution to the program.

- Based on a program’s capacity to generate Medicaid and ADAP third party revenue, limits on grant funding for physicians, nurse practitioners and physician assistants operating from mobile outreach medical units may be waived.

### **III. Ryan White Revenue Policy as applied to Article 31 Licensed Mental Health Facilities**

#### **Analysis**

Mental health services are primarily reimbursed through Medicaid when they are delivered in a facility licensed by the Office of Mental Health (OMH) under Article 31 of the Mental Hygiene Law. Medicaid will pay for services provided in an outpatient setting if it is an OMH certified/licensed or operated program and if those services are listed on the operating certificate of the facility.

OMH licenses programs, not individuals, to provide services. OMH uses a wide band of disciplines to provide services. Staffing patterns are determined by a mix of professional and para-professional staff to adequately serve the client population. Professionals include certified rehabilitation counselors, registered nurses, social workers, psychologists and psychiatrists. (The staffing requirements for mental health services are listed in OMH’s “Operation of Outpatient Programs,” 14 NYCRR 587.4(d).) All assessment, treatment planning and treatment must either be provided by licensed professional staff or supervised by such staff when services are provided by para-professionals. All clients must receive psychiatric oversight as evidenced by the review and signature of a psychiatrist on their treatment plans. Clearly, all professionals must practice within the scope of their license or discipline.

Medicaid and ADAP Plus HIV rates do not cover the costs of the following activities, which are expected of clinicians within mental health grant-funded programs:

- HIV program direction and development, including a dedicated quality improvement program;
- Participation in case conferencing;
- Provision of services on home visits; and
- Provision of technical assistance to case managers, e.g. education and training on mental health issues in persons living with HIV/AIDS.

In addition, Medicaid and ADAP Plus will reimburse for only one mental health visit per patient per day.

#### **AIDS Institute Ryan White Revenue Policy: Article 31 Mental Health Programs**

The AIDS Institute’s revenue policy for Article 31 licensed mental health programs is based on the analysis outlined above. AI grant funding may be used by Article 31 licensed mental health facilities for the mental health services listed below.

- AI funding may be used to support same-day clinic visits (for example, a patient has individual and group therapy, and psychopharmacology visit). Medicaid or ADAP Plus must be billed for one visit, and Ryan White funds may support the costs associated with additional visits on the same day. The provider will be required to submit information to the AI that will allow validation of billing dates with either Medicaid or ADAP.
- AI funding may be used to respond to capacity needs and expedite appropriate and timely referrals for psychiatric services (to clear waiting lists). Funding will be used to provide services to HIV-positive clients on waiting lists, so they will be assessed immediately.
- In addition, AI funding may be used for the following mental health services:
  - To subsidize the cost of staff not reimbursed as part of the facility’s Medicaid or ADAP Plus rate;
  - To assess clients for treatment adherence and risk behavior and provide them with assistance in improving adherence and reducing risk behavior;
  - To coordinate services with HIV, medical, mental health and social service providers, community agencies and others; and
  - To travel to remote locations with limited services (home visits). This is an infrequent service need, but it is important for programs designed for rural and other hard-to-reach populations.