

**RFA #08-0007/FAU #0904081013**

**New York State Department of Health (DOH)  
Health Research, Inc. (HRI)  
AIDS Institute**

**REQUEST FOR APPLICATIONS (RFA)**

**HIV/STI PREVENTION AND RELATED SERVICES  
FOR WOMEN AND YOUNG PEOPLE**

**COMPONENT A:  
HIV/STI PREVENTION AND RELATED SERVICES FOR WOMEN**

**COMPONENT B:  
SEXUAL HEALTH PROMOTION FOR YOUNG PEOPLE THROUGH  
YOUTH LEADERSHIP AND COMMUNITY ENGAGEMENT**

**RFA Release Date:** August 3, 2009

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**Questions Due:** August 26, 2009

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**Letters of Interest Due:** September 11, 2009

**Applications Due:** September 17, 2009

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## TABLE OF CONTENTS

		<u>Page Number</u>
I.	INTRODUCTION	4
II.	AVAILABLE FUNDING	4
III.	GENERAL PROGRAM REQUIREMENTS	6
IV.	COMPONENT A	9
	A-I. Introduction	9
	A-II Purpose and Anticipated Outcomes	9
	A-III Applicant Eligibility and Preferences	9
	A-IV Background	10
	A-V Guiding Principles	12
	A-VI Target Populations	13
	A-VII Scope of Program Interventions	14
	A-VIII Completing the Application	18
	1. Program Summary	19
	2. Applicant Organization and Capacity	19
	3. Statement of Need	20
	4. Program Design and Activities	21
	5. Evaluation	22
	6. Budget	22
	7. Required Attachments to the Application	23
V.	COMPONENT B	24
	B-I. Introduction	24
	B-II. Purpose and Anticipated Outcomes	24
	B-III. Applicant Eligibility and Preferences	26
	B-IV. Background	26
	B-V. Guiding Principles	30
	B-VI. Target Community/Population(s)	32
	B-VII. Program Model	32
	B-VIII. Completing the Application	34
	1. Program Summary	35
	2. Description of the Target Community	35
	3. Applicant Organization Capacity	36
	4. Applicant Organization Experience	37
	5. Program Outcomes	38
	6. Program Workplan	38
	7. Budget	38
	8. Required Attachments to the Application	39

<b>VI.</b>	<b>ADMINISTRATIVE REQUIREMENTS</b>	<b>40</b>
	<b>A. Issuing Agencies</b>	<b>40</b>
	<b>B. Question and Answer Phase</b>	<b>40</b>
	<b>C. Applicant Teleconferences and Letter of Interest</b>	<b>41</b>
	<b>D. How to File an Application</b>	<b>41</b>
	<b>E. The Department's/HRI's Reserved Rights</b>	<b>42</b>
	<b>F. Term of Contract</b>	<b>42</b>
	<b>G. Payment Methods and Reporting Requirements</b>	<b>42</b>
	<b>H. Vendor Responsibility</b>	<b>43</b>
	<b>I. General Specifications</b>	<b>43</b>
	<b>J. Appendices included in DOH Grant Contracts</b>	<b>44</b>
	<b>K. For HRI Contracts Only</b>	<b>46</b>
<b>VII.</b>	<b>APPLICATION REVIEW PROCESS</b>	<b>46</b>

**VIII. ATTACHMENTS TO THE RFA**

**Attachment 1 - NYSDOH Adolescent Sexual Health Education Guiding Principles  
(Component B only)**

**Attachment 2 - Sample Letter of Interest**

**Attachment 3 - Sample Letter of Commitment from Board of Directors or Equivalent  
Official**

**Attachment 4 - Application Checklist**

**Attachment 5 - Vendor Responsibility Instructions and Questionnaire**

**Attachment 6 - Vendor Responsibility Attestation**

**Attachment 7 - Data Sheet for Projected Populations to be Served**

**Attachment 8 - Standard Contract with Appendices – State and HRI**

**Attachment 9 - Glossary of Terms (Component B only)**

**Attachment 10 - Application Cover Page**

**Attachment 11 - Description of Youth-Led Community Change (Component B only)**

**Attachment 12 - Budget Forms and Instructions**

**Attachment 13 - Program Workplan (Component B only)**

## I. INTRODUCTION

The New York State Department of Health (NYSDOH) AIDS Institute and Health Research, Inc. (HRI) announce the availability of funding to support the provision of HIV/STI prevention services for women and sexual health promotion for young people.

This Request for Applications (RFA) contains the following two distinct components:

- **Component A:** HIV/STI Prevention and Related Services for Women; and
- **Component B:** Sexual Health Promotion for Young People through Youth Leadership and Community Engagement.

Applicants may apply for funding under one or both of the components. If an applicant applies for funding under both components, a separate application for each component must be submitted. Please note that each component has a specific set of criteria and program requirements. Applicants are advised to carefully read the component for which they are applying and fully comply with that component's requirements. If an applicant proposes to serve more than one region as described in the Available Funding section below, a separate application must be submitted for each region.

## II. AVAILABLE FUNDING

Up to \$8,000,000 will be awarded in total for all components of the RFA. Funds under this solicitation are intended to supplement, enhance or expand, not supplant, existing resources and services. Agencies with current AIDS Institute funding for HIV prevention services for women and adolescents/young adults that is being resolicited may apply for funding consistent with this RFA. Sources of support for this RFA are subject to change but at this time include:

- \$813,685 in HIV Prevention Cooperative Agreement funds from the Centers for Disease Control and Prevention (CDC)
- \$7,186,315 in funds appropriated from New York State

The total annualized funding available for Component A will not exceed \$4,800,000 and the total annualized funding for Component B will not exceed \$3,200,000. Contracts with State funding will be administered by NYSDOH and contracts with Federal funding will be administered by HRI. NYSDOH and HRI reserve the right to revise the funding amount as necessary due to changes in the availability of resources.

It is anticipated that up to 24 awards will be made for Component A and up to 16 awards will be made for Component B. Awards will not exceed \$200,000 but may vary depending on size of the population to be reached, intensity of activities to be conducted, services to be provided, availability of similar HIV resources and agency capacity.

Components A & B

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The anticipated funding and number of contracts by component for each region are as follows:

Region	Component A		Component B	
	Number of Awards	Maximum Funding Available	Number of Awards	Maximum Funding Available
<b>Bronx</b>	4-6	\$1,200,000	2-5	\$1,000,000
<b>Brooklyn</b>	4-6	\$1,200,000	2-5	\$1,000,000
<b>Manhattan</b>	4-6	\$1,200,000	2-5	\$1,000,000
<b>Queens</b>	1-2	\$400,000	1-2	\$400,000
<b>Staten Island</b>	0-1	\$200,000	0-1	\$200,000
<b>NYC Multi-borough *</b>	1-2	\$400,000	0-1	\$200,000
<b>Long Island</b> (Nassau and Suffolk counties)	1-2	\$400,000	1-2	\$400,000
<b>Hudson Valley</b> (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)	1-2	\$400,000	1-2	\$400,000
<b>Northeastern New York</b> (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties)	1-2	\$400,000	1-2	\$400,000
<b>Central New York and Southern Tier</b> (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins counties)	1-2	\$400,000	1-2	\$400,000
<b>Finger Lakes</b> (Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne and Yates counties)	1-2	\$400,000	1-2	\$400,000
<b>Western New York</b> (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties)	1-2	\$400,000	1-2	\$400,000

\* NYC Multi-borough – Applicants proposing to have service sites in more than one borough of New York City should indicate the region as “NYC Multi-borough.”

The number of anticipated awards per region will provide optimal coverage of the funded services. Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. After the minimum number of awards is met in each region, any remaining funding will be awarded to the next highest scoring applicant(s) from any region, up to the maximum number of awards for all regions.

If there are an insufficient number of acceptable applications (scoring 71 or above) received from any region, the NYSDOH AI and HRI reserve the right to fund the highest scoring application(s) from each region **or** to apply funding to other regions based on need. Need has been determined for Component A by the number of reported cases of HIV infection and STIs among women. For Component B, the need has been determined by the number of reported cases of HIV infection and STIs among young people ages 13 to 24 and the number of reported pregnancies among young females ages 13 to 19.

If fewer acceptable applications (scoring 71 or above) are received for either Component A or Component B than the number of anticipated awards indicated above, NYSDOH AI and HRI reserve the right to shift funding between components. NYS/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

### **III. GENERAL PROGRAM REQUIREMENTS**

- Funded applicants will be expected to coordinate services with other HIV and STI service providers, and participate in local planning groups such as their area Ryan White CARE Network, HIV Prevention Planning Group and Community Action for Prenatal Care (CAPC) Initiative Network.
- Funded agencies will be required to provide monthly narrative descriptions of their progress in meeting workplan objectives. For statistical reports, the NYSDOH AIDS Institute requires maintenance and reporting of unduplicated client-level data, including demographics and service histories, in accordance with applicable federal and/or state report content requirements. The NYSDOH AIDS Institute provides and supports the NYSDOH AIDS Institute Reporting System (AIRS) software, formerly known as Uniform Reporting System (URS), to enable providers to meet data submission requirements. Funded providers will be required to collect and report data using AIRS. Details on this software product may be obtained by accessing this Internet address: [www.airsny.org](http://www.airsny.org). Applicants must include the cost of data reporting (both personnel and hardware-related) in their proposed budgets, or they must demonstrate existing capacity to collect and report all required data using AIRS.
- Applicants providing HIV counseling and testing services and STI screening are required to ensure that each newly diagnosed individual is offered and linked to partner services in a manner consistent with recommendations from the Centers for Disease Control and Prevention (CDC) and NYSDOH policies. The CDC's "Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and *Chlamydial* Infection" released in November 2008 may be accessed

at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5709a1.htm>. Guidance from NYSDOH on HIV counseling and testing may be accessed at [http://www.nyhealth.gov/diseases/aids/regulations/2005\\_guidance/index.htm](http://www.nyhealth.gov/diseases/aids/regulations/2005_guidance/index.htm).

- Agencies that directly provide STI screening services (e.g. urine testing for *Chlamydia*/gonorrhea in outreach venues) through an award resulting from this RFA are required to have an approved protocol covering handling and transport of specimens, procedures for contacting persons tested with results and linkage to treatment, meeting disease reporting requirements, etc., before beginning screening. NYSDOH can share sample protocols developed by other CBOs to assist in protocol development.
- NYSDOH AIDS Institute-funded contractors are responsible for designing and conducting process and outcome program evaluation activities to ensure that high quality and appropriate HIV/STI prevention interventions and client services are provided. Program evaluation activities should be conducted in the context of Continuous Quality Improvement (CQI) where evaluation results are routinely reviewed to identify ways to improve program performance. The NYSDOH AIDS Institute will review contractors' evaluation activities during comprehensive monitoring and other site visits.
- Contractors are expected to monitor their success in reaching and engaging the target populations into services and delivering the projected number of HIV/STI prevention interventions and related services.
- In addition, contractors that provide multiple-session Interventions Delivered to Individuals (IDIs) and/or multiple-session Interventions Delivered to Groups (IDGs) are required to administer the NYSDOH Division of HIV Prevention Outcome Monitoring Survey to clients who receive those interventions. Outcome Monitoring Survey results must be reported through the NYSDOH AIDS Institute Reporting System (AIRS) as clients complete the multiple-session interventions. The survey is designed to assess the effectiveness of the HIV prevention intervention in achieving the following core HIV/STI prevention outcomes:
  - Increase in knowledge about HIV/AIDS and STIs;
  - Positive change in attitudes about HIV/AIDS and STIs;
  - Increase in condom use; and
  - Increase in the number of people who know their HIV and STI status.

Please note that depending on specific services funded, reporting on additional outcomes may be required. The process and outcome monitoring activities described above are the minimum program evaluation activities which contractors are expected to conduct. Funded entities are strongly encouraged to continue or implement other program evaluation activities to assist in program improvement.

- For all joint applications, the lead agency (applicant agency) is programmatically and fiscally accountable for the activities specified in the application to be carried out by subcontractors. The lead agency must have the infrastructure and expertise to carry out the following: a) execution of subcontracts; b) program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting; c) oversight relating to subcontractor budgets, fiscal reporting, and expenditure monitoring; d) timely reimbursement of subcontractor expenditures; and e) routine meetings among staff of participating agencies to foster collaboration and improved delivery of services.

#### **IV. COMPONENT A - HIV/STI PREVENTION AND RELATED SERVICES FOR WOMEN**

##### **A-I. INTRODUCTION**

Component A of this Request for Applications (RFA) will support the provision of HIV and sexually transmitted infection (STI) prevention and related services for women, particularly women of color, with the overall goal of promoting improved health and well-being.

##### **A-II. PURPOSE AND ANTICIPATED OUTCOMES**

The purpose and anticipated outcomes of this component are as follows:

- Reduce HIV and STIs among women who are at high risk for these infections through innovative services. These services should include prevention interventions to help women initiate and sustain behavior changes that reduce risk. Actively engaging partners in the behavior change process and reducing perinatal HIV and STI transmission are key objectives.
- Provide information about the benefits of knowing one's HIV status and make testing more accessible by using rapid test technology. Testing must be complemented by comprehensive care and supportive services for HIV-infected individuals.
- Promote improved understanding among women regarding the role of STIs in HIV transmission.
- Improve direct access to STI screening and treatment.
- Improve the quality of life for women at high risk for HIV and STIs through a comprehensive prevention approach. This may include addressing the following: violence and trauma; mental health; alcohol and other substance use; access to health care; and partner engagement in prevention of HIV and STIs.

##### **A-III. APPLICANT ELIGIBILITY AND PREFERENCES**

Only not-for-profit health and human service organizations are eligible to apply for funding under this component: These include:

- private, not-for-profit 501(c)(3) community-based organizations including alcohol/substance abuse treatment programs;
- Article 28 licensed hospitals and health care facilities, including community health centers;

- Article 31 licensed mental health providers that deliver outpatient mental health services, including psychological and psychiatric services, and
- County and city health departments.

Preference will be given to applicants that can demonstrate the following:

- Have a Board of Directors and staff, including senior management staff, who are representative of the racial, ethnic and cultural populations they serve and intend to reach through the proposed program. (Organizations not governed by a Board of Directors, such as county health departments, will only be expected to provide information regarding staffing composition).
- Have at least two (2) years of experience with administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.
- Experience and expertise in serving women of color.

#### **A-IV. BACKGROUND**

##### Focus Groups and Relevant Reports

Several sources provided guidance in the development of this RFA. These included focus groups held by the NYSDOH AIDS Institute; reports from the National Alliance of State and Territorial AIDS Directors and the NYS AIDS Advisory Council; and input from the NYS HIV Prevention Planning Group. The following themes emerged:

- The largest group of women affected by HIV and AIDS are poor women, women of color and women who are marginalized in society. These women frequently have unstable housing, poor nutrition, sexually transmitted infections, alcohol, a history of problematic alcohol and other substance use and mental health issues. They are also burdened by a lack of culturally appropriate and accessible health and social services.
- Many vulnerable women come from a background of multi-generational violence and abuse. A significant number of women who are infected with HIV have experienced violence in the home or elsewhere and may have a history of childhood sexual abuse, rape or incest. Some women have been subjected to physical or emotional violence when disclosing HIV status to partners.
- Women at high risk are more likely to have limited education and be unemployed. Lack of employment may drive some women into prostitution, homelessness or incarceration.

The NYS AIDS Advisory Council's 2005 report, "Women in Peril: HIV and AIDS, The Rising Toll on Women of Color," concluded: "Given the immediate and overwhelming stresses with which these women must cope, it is understandable that HIV prevention and health care may take a back seat. Competing subsistence needs

for themselves and their children – money, food, housing, clothing – can drain their energy and resources, leaving them vulnerable to high-risk situations.” Because HIV concerns may have a lower priority than the daily struggles to meet basic needs, new and creative approaches are essential to reach and engage these women.

### Epidemiology

The NYS Department of Health reports that as of December 31, 2007:

- Over 37,485 women with HIV/AIDS were living in NYS, with 78% of them living in NYC.
- Eighty-eight (88) percent of all women living with HIV/AIDS are persons of color: 57% Black, 29% Hispanic, and 2% Asian/Pacific Islander, Native American/Alaskan Native, and women of two or more races.
- The vast majority were 25 to 49 years of age at diagnosis.
- Seventy (70) percent of the women living with HIV/AIDS in NYS are currently over the age of 40.
- Heterosexual contact and injection drug use are the most frequently reported HIV transmission categories among women living with HIV/AIDS in NYS: 36% and 21% respectively. Approximately 39% of HIV-positive women had no identifiable risk /no risk reported/other (NIR/NRR/Other) associated with their infection. Some epidemiologists estimate that a large proportion of women initially placed in the unknown risk categories will be reclassified as heterosexual cases.

Data underscores the need to focus on early HIV testing. Persons who receive an AIDS diagnosis concurrently or within 12 months of their initial positive HIV test result are referred to as “late testers.” The proportion of late testers among all testers during a given time period is a marker of the need for targeted interventions. Among NYS women, the proportion of late testers is 27.9%.

It is very important to note that sexual transmission continues to account for an increasing proportion of new HIV infections, and that STIs are a major factor fueling the HIV epidemic, particularly among persons of color.

- Herpes Simplex Virus-2 (HSV-2) can greatly increase the acquisition of HIV in women, and treatment to suppress HSV-2 significantly reduces HIV-1 RNA levels in those dually infected. In New York City, nearly 28% of adults were infected with HSV-2 (88% of them were unaware they were infected). Black women in the NYC study had the highest seroprevalence (59.7%) of HSV-2.
- Being infected with an STI may make it 2 to 23 times easier to transmit HIV, depending on the specific STI (Fleming and Wasserheit, *Sex Transm Infection* 1999;75).
- By identifying individuals who are infected with HIV and other STIs and then treating their STIs, new HIV infections may be reduced by as much as 27% (Rothenberg, et al, *Sex Transm Dis* 2000;27).

In terms of NYS, relevant STI data indicates:

- STIs account for 75% of all reported communicable diseases (90,753 total cases in 2006). *Chlamydia* was the most common (68,725 cases) followed by gonorrhea (17,459 cases), and 4,593 cases of syphilis.
- Women account for 75% of *Chlamydia* cases; a trend that has been observed since reporting was implemented in 2000.
- For gonorrhea, the ratio of male to female cases is nearly equal at 1.05:1.
- The majority of *Chlamydial* and gonococcal infections among women are asymptomatic, and the consequences of undetected infection are severe. Up to 40% of infected women with untreated disease will develop pelvic inflammatory disease which can lead to infertility, ectopic pregnancy, and chronic pelvic pain. Maternal infection can be vertically transmitted to the fetus resulting in ophthalmic conjunctivitis and pneumonia.
- Men account for twice the number of cases of syphilis compared to women, but congenital syphilis remains a concern. Untreated primary or secondary syphilis in pregnancy may result in stillbirth in up to 40% of cases. Liveborn infants infected with syphilis may suffer severe consequences involving skeletal and major organ systems.
- Some common viral STIs are not currently reported in NYS, hence it is difficult to assess their prevalence. These infections, which can be chronic and lifelong, include herpes and human papillomavirus (HPV). Recent national studies on prevalence of STIs in the population have confirmed earlier studies that 1 in 4 adolescents will be infected with an STI, and that half of sexually active adults will have an STI by age 25.

#### **A-V. GUIDING PRINCIPLES**

Funded programs are expected to effectively engage women in HIV and STI prevention, health care and supportive services, with specific services provided either directly or by referral. Successful applications will address the following:

- Comprehensive prevention education and services acknowledging the multiple needs of women at risk for or living with HIV and STIs.
- Targeted and enhanced outreach and access to services at varied appropriate times, including evening and weekend hours, and in a variety of settings, bringing services to women who may not be able to cross a more traditional service threshold.
- Close collaborative working relationships, documented in either a subcontract, memorandum of understanding or letter of agreement, with other providers, that result in facilitated access to the full range of prevention, health and supportive services outlined in this component.
- Approaches for delivering services that meet the immediate needs of women and contribute to the integration of HIV and STI prevention education and access to care for those infected.
- Approaches to reach and engage the partners of women so that the reduction of risk is not solely the woman's responsibility.
- Cultural norms within targeted communities must be addressed and reflected in program design.

- Services provided in appropriate languages—English, Spanish and others spoken by targeted populations—with translation services provided when needed.
- Involvement of women from affected communities—who speak the same language, understand the culture, and have had similar life experiences—in the design, implementation and evaluation of the program. Recruitment of staff with whom clients will identify and feel comfortable discussing personal issues. Trained peers can also be very effective in reaching and engaging women most in need of services.
- On-going training to ensure that staff, peers and volunteers are up-to-date on the most recent information about HIV and STI transmission and treatment.
- Provision of STI screening, either directly or through referrals.
- Maintaining formal, active working relationships with other local providers for those services identified in the application that are not provided directly by the applicant.

#### **A-VI. TARGET POPULATIONS**

The target population is women, *particularly women of color*, who are at high risk for HIV and STI infection and women who are infected, including but not limited to the following:

- Users of substances, including alcohol;
- Partners of substance users;
- Partners of men who have sex with men;
- Women with STIs;
- Women with a history of trauma, sexual, emotional and physical abuse;
- Sex workers;
- Women with a recent history of incarceration;
- Women who are homeless or who have unstable housing;
- Immigrant women, particularly those who have limited access to health and human services;
- Pregnant women and women of childbearing age;
- Women in sexual relationships with partners whose status is unknown, or in discordant relationships;
- Women who have sex with women; and
- Women over the age of 50.

The male partners of women who receive services through this initiative are also eligible to receive services under this RFA. However, women should represent a majority of the caseload.

## **A-VII. SCOPE OF PROGRAM INTERVENTIONS**

The Scope of Program Interventions eligible for funding through this RFA includes the four intervention categories described below:

- Intervention Category 1: Outreach and Client Engagement (Required)
- Intervention Category 2: Prevention Interventions and Activities (Required)
- Intervention Category 3: STI/HIV Testing and Connection to Comprehensive Care and Services (Required)
- Intervention Category 4: Supportive Services (Optional)

All applicants are required to provide services, as described below, from the first three categories of interventions. **Failure to address all three of the required interventions will result in the application being deemed ineligible.** The services included in each intervention category are described below. Applicants are not expected to provide all the services for each intervention category. Applicants should request funding for the combination of services that best addresses the unmet needs of women targeted for services in the application and complements other existing services.

**For all services which are not provided directly by the applicant, referral agreements supporting the provision of these services should be attached to the application.**

Depending on needs and service gaps, applicants may choose to directly provide services from the fourth category as a minor part of their overall program.

### **Intervention Category 1: Outreach and Client Engagement (Required)**

Innovative targeted and enhanced outreach is needed to reach women who are at risk or already infected with HIV or STIs and who are not engaged in ongoing prevention, health care and supportive services. Many women may not perceive themselves to be at risk for HIV. This presents challenges to engaging them effectively. In addition, many of these women may also be difficult to reach through traditional methods because they are isolated, focused on meeting basic subsistence needs, in abusive relationships, and not generally connected to services in the community. All applicants are required to project the number of women to be reached through their program's outreach efforts with the expectation that those testing positive for HIV, STIs or Hepatitis C be referred to comprehensive care and services. Outreach approaches supported with this funding include:

- Targeted outreach at: shelters and safe spaces for women who are victims of violence/abuse; street locations where homeless women and sex workers may congregate; harm reduction programs including syringe exchange and Expanded Syringe Access Program locations; substance and alcohol abuse treatment programs; STI clinics; mental health programs; family planning clinics and

pregnancy testing sites; programs serving women recently released from prison or local jails; and neighborhood centers located in immigrant communities.

- Enhanced outreach in which there are multiple, trust-building interactions leading to women being brought into services. These interactions should have crisis intervention and avoidance as a focus. Once immediate needs are met, women should be engaged in discussions regarding risk behaviors and testing for HIV and STIs, as well as being brought into HIV/STI prevention services.
- Identification of social, sexual and drug use networks and enlistment of peers from those networks to engage women in HIV/STI prevention, counseling and testing services.
- Inreach within the applicant organization—and other collaborating agencies—to bring current clients into HIV/STI services.
- Client engagement by conducting program promotion sessions and distributing educational materials at community venues, such as schools, faith-based organizations, shopping malls, and beauty and nail salons.

### **Intervention Category 2: Prevention Interventions and Activities (Required)**

Applicants should propose structured interventions and activities proven to be effective and use evidence-based models and risk reduction strategies to support long-term behavior change for women and their partners. These interventions may be delivered by peers or with the assistance of peers.

Applicants should reference “Diffusing Effective HIV Behavioral Interventions” or “DEBIs” and other strategies included in the Centers for Disease Control and Prevention’s “Compendium of Effective HIV Prevention Interventions with Evidence of Effectiveness” for individual and/or group level interventions. See: <http://www.effectiveinterventions.org> and [http://www.cdc.gov/hiv/resources/reports/hiv\\_compendium/](http://www.cdc.gov/hiv/resources/reports/hiv_compendium/).

Examples of prevention interventions and activities fundable through this RFA include those listed below:

- Mental health services to address underlying causes of high-risk behavior, such as a history of sexual assault, physical or mental abuse and other trauma. These services need to be delivered by a licensed mental health professional and may include mental health assessments, treatment planning, psychotherapeutic services, crisis intervention, family counseling, and care coordination.
- Group or individual level interventions that focus on one or more of the following: 1) harm reduction education and counseling for women, for couples, and for male partners of clients, emphasizing sexual and substance use-related risk reduction and support for behavior changes to minimize HIV and STI transmission; 2) education

regarding STIs and the importance of STI prevention and screening as an HIV prevention strategy, and linkage to timely treatment for individuals having STIs; and 3) self-esteem building and interpersonal skills development regarding decision making, negotiation, and conflict resolution.

- Condom provision, with education and skills-building regarding their use. This includes both female and male condoms. Partner involvement in skills building interventions is strongly encouraged.
- Counseling, skills building and support—including linkage with partner counseling services—for HIV-infected women relating to disclosure of their status to past, present and future partners.
- Comprehensive Risk Counseling and Services (CRCS) encompassing intensive individualized client-centered counseling for adopting and maintaining HIV risk-reduction behaviors. CRCS is designed for HIV-positive and HIV-negative individuals who are at high risk for acquiring or transmitting HIV and STIs and struggle with issues such as substance use and abuse, physical and mental health, social and cultural factors that affect HIV risk. For more information on CRCS see [http://www.cdc.gov/hiv/topics/prev\\_prog/CRCS/](http://www.cdc.gov/hiv/topics/prev_prog/CRCS/).
- Other services directly related to HIV/STI prevention, either on-site or by referral, including:
  - Alcohol and substance use assessment and, as needed, linkage with detoxification services and treatment;
  - Facilitation of syringe access. For syringe provision, an agency must be registered under the Expanded Syringe Access Program or be an approved syringe exchange program;
  - Treatment adherence counseling;
  - Opioid overdose prevention education. Only opioid overdose prevention programs registered with the NYS Department of Health may furnish naloxone to trained responders, but other agencies may provide basic overdose prevention education.;
  - Follow-up to ensure receipt of services for which referrals have been made; and
  - On-going education, counseling and linkage to early care based on test results.

### **Intervention Category 3: STI/HIV Testing and Connection to Comprehensive Care and Services (Required)**

Making both STI screening and HIV testing more accessible will prevent new infections and facilitate entry into care and services for women already infected. Screening and testing also provides an opportunity to discuss risk behaviors. Because untreated STIs can facilitate the transmission of HIV, STI screening and treatment are important tools in HIV

prevention. Since many persons at risk for HIV or already infected are also at risk for hepatitis, education, testing and referral for liver diseases should also be addressed. All applicants are required to project the number of women to be tested through their program with the expectation that those testing positive for HIV, STIs or Hepatitis C be referred to comprehensive care and services.

Fundable services include:

- Direct provision or referral to STI screening and HIV counseling and testing. Rapid HIV test technologies should be used when appropriate. If STI screening and HIV testing services are not provided on-site, the applicant must describe the linkages, follow-up and documentation process to ensure clients obtain these services and receive continuous, comprehensive services when testing positive.
- Direct connection to treatment for women infected with an STI and, for women infected with HIV, to comprehensive primary care and case management (COBRA and grant funded), treatment adherence counseling, specialty care as needed, ADAP, Medicaid, and other services such as mental health and dental services.
- Hepatitis A, B and C education, testing referral for vaccination (for hepatitis A and B) and treatment.
- For all women served through this RFA, referral to general medical care as needed, including but not limited to: primary health care, reproductive health care (pregnancy testing, prenatal care, family planning, obstetrical and gynecological care), and other specialty care.

Applicants are encouraged to use already-purchased mobile vans or partner with agencies that have mobile vans for the provision of counseling and testing services. Mobile vans which provide general medical services can be effective venues for reaching women who may not perceive themselves as at risk for HIV or STI infection.

#### **Intervention Category 4: Supportive Services (Optional)**

The supportive services listed below may be critical for women who are HIV infected or at high risk for HIV infection. *Applicants are strongly encouraged to provide such services through other funding or demonstrate active referrals to obtain these services for their clients. When funding is requested through this RFA to provide any of these services on-site, the applicant should document that there is a critical service gap and provide a strong justification for the requested funding.*

- Transportation to and from medical and social service appointments;
- Child care;
- Domestic violence counseling and linkage to services;
- Parenting education, household management and related skills development;

- Peer education and support;
- Housing assistance;
- Nutrition counseling, meals assistance, and food pantries;
- Legal assistance, particularly regarding immigration and child custody issues;
- Educational and vocational counseling, and English-as-second-language (ESL) classes;
- Emergency financial assistance to meet immediate needs such as rent and utilities; and
- Escort/buddy services to accompany woman to medical or social services appointments, as well as advocacy and translation services during these appointments.

### **Peer-Delivered Services**

Applicants proposing peer-delivered services should address the following elements:

- Description of the role and activities of peers in the program;
- Number of peers to be recruited, selection criteria, and responsibilities;
- Initial orientation and training of peers to prepare them to fulfill their duties;
- On-going training and support to enhance knowledge and skill sets, and improve retention;
- Role of peers in refining and improving program design, planning and evaluation;
- Supervision and on-going evaluation of peer activities; and
- Retention strategies, including incentives.

### **A-VIII. COMPLETING THE APPLICATION**

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

Please respond to each of the sections described below. Your responses comprise your application, so be complete and specific when responding to each section. Number and letter the narrative response to correspond to each element in the order presented. **Please respond to all items within each section.**

Please remember to refer to the sections of Component A detailing Applicant Eligibility and Preferences, Guiding Principles, Program Model, and General Program Requirements when developing your application.

A form is provided to serve as the cover page for the application (Attachment 10). This cover page will not count toward the page limit.

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

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

**Not Scored**

Summarize the proposed program by briefly describing the purpose of the program; the program design; the targeted populations, the projected number of women to be served, the geographic area to be served; the proposed interventions/services/activities, and the anticipated outcomes.

**2. Applicant Organization and Capacity (maximum 4 pages)**

**Maximum Score: 20 points**

- a. Describe your agency's overall mission, services provided, populations targeted, and the location of services. Indicate the number of years of experience providing these services.
- b. Describe your existing HIV/STI prevention-related activities/services, highlighting those targeting women. State the length of time these services have been provided and the number of individuals currently being served. Summarize the successes in providing these services. **Preference will be given to organizations that have demonstrated expertise in serving women of color with innovative approaches to reaching individuals at high risk for HIV and STIs.**
- c. Describe your agency's Board composition and current staffing. **Preference will be given to applicants with a Board of Directors and staff, including senior management, who are representative of the racial/ethnic populations they serve and propose to reach through this application.** (Organizations not governed by a Board of Directors will only be expected to provide information regarding staffing composition.)
- d. Describe your agency's administrative capacity, including fiscal management, information systems, Board involvement (for agencies governed by a Board of Directors), and organizational structure. **Preference will be given to applicants who have at least two (2) years of experience with administrative, fiscal and programmatic oversight of government contracts including timely submission of fiscal and programmatic reports.**
- e. Describe how the proposed program will be integrated with other programs in your organization serving the proposed target population.
- f. If a joint application is submitted, describe the lead agency's ability to discharge specific responsibilities relating to subcontracting. Programmatic and fiscal accountability for activities specified in the application to be carried out by

subcontractors rests with the lead agency as the contracting entity. The applicant agency must have the infrastructure and expertise to carry out the following:

1. Execution of subcontracts;
  2. Program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting;
  3. Oversight relating to subcontractor budgets, fiscal reporting and expenditure monitoring;
  4. Timely reimbursement of subcontractor expenditures; and
  5. Routine meetings among staff of participating agencies to foster collaboration and improved delivery of services.
- g. Describe how the organization will implement the NYSDOH AIDS Institute Reporting System (AIRS) (see section III. General Program Requirements) including staff roles and responsibilities for the following activities: system administration; data entry; quality assurance; and reporting to the NYSDOH AIDS Institute. Describe how data will flow from point of service delivery to entry into AIRS. Also provide a description of the physical infrastructure used to implement AIRS. If using a network system, describe the network structure, server specifications, connectivity, number of users, and physical sites accessing the system. If using a stand-alone system, include the desktop specifications.
- h. Attach a copy of your most recent Yearly Independent Audit.

### **3. Statement of Need**

**(maximum 2 pages)**

#### **Maximum Score: 10 points**

- a. Indicate the process used to identify needs and gaps in services for the target populations and how this process is appropriate for assessing those needs and gaps.
- b. Describe to what extent representatives of the target populations were involved in the applicant's process to identify needs and propose interventions to meet those needs.
- c. Describe other programs, if any, providing similar interventions and services in the geographic area to be served along with the process for coordinating the proposed program with other HIV, STI, and health/human service providers in the community. Demonstrate how the proposed program will enhance, without duplicating, those services.

**4. Program Design and Activities**

**(maximum 7 pages)**

**Maximum Score: 40 points**

- a. Describe the design and structure of the proposed program, including the following:
  - 1) Program goal, overall objectives and proposed outcomes. Complete Attachment 7 by indicating the demographic characteristics of the people to be served through the proposed program.
  - 2) Specific interventions and services/activities to be funded with a justification for their selection relating to the scientific basis or conceptual model based on documented success or research literature. Applicant must demonstrate how it will provide the three required interventions. (See Section A-VII Scope of Interventions) **Failure to address all three required interventions will result in the application being deemed ineligible.** Depending on needs and service gaps, applicants may choose to directly provide services from the fourth category as a minor part of their overall program. **For all services which are not provided directly by the applicant, referral agreements supporting the provision of these services should be attached to the application.**
  - 3) The methods used for engaging individuals, the number of individuals to be reached and served, and the projected number of activities to be conducted.
  - 4) Directly providing—or facilitating provision elsewhere— of HIV testing and STI screening, with connection to treatment and support for women testing positive. (Applicants need to provide projected numbers for these specific activities. Projections should be reasonable based on the overall program design and budget).
  - 5) Strategies for engaging, recruiting and retaining women in services.
  - 6) Explanation of how the interventions/services/activities will achieve the proposed outcomes.
- b. Indicate who will be responsible for the development and management of the program.
- c. Describe the proposed staffing for the program; indicate the role of each position, and summarize the plan for providing on-going staff training and support to ensure consistent, high quality services.
- d. Describe how you will achieve services that are culturally, linguistically, developmentally and age appropriate.

- e. Applicants proposing peer-delivered services should include within the application a clearly defined plan addressing the following elements:
- Description of the role and activities of peers in the program;
  - Number of peers to be recruited, selection criteria, and responsibilities;
  - Initial orientation and training of peers to prepare them to fulfill their duties;
  - On-going training and support to enhance knowledge and skill sets, and improve retention;
  - Role of peers in refining and improving program design, planning and evaluation;
  - Supervision and on-going evaluation of peer activities; and
  - Retention strategies, including incentives.

**5. Evaluation**

**(maximum 2 pages)**

**Maximum Score: 10 points**

- a. Describe your agency's capacity to conduct process and outcome evaluation activities, and indicate who will be responsible for monitoring and evaluating the proposed program.
- b. Provide a description of how your agency will monitor and evaluate the implementation and outcomes of the proposed interventions/services/activities using the Continuous Quality Improvement approach, drawing on examples provided in the General Program Requirements section.

**6. Budget**

**Use Budget Forms**

**Maximum Score: 20 points**

Complete the attached budget forms (Attachment 12), and assume a 12-month budget. All costs must be reasonable, cost-effective and directly related to activities described in the application. Justification for each cost should be submitted in narrative form. The budget pages and justification will not be counted toward the page limit.

Ineligible budget items will be removed from the budget before it is scored. Ineligible items are those determined by NYSDOH personnel to be inadequately justified in relation to the proposed program or are not fundable under existing state and federal guidance (OMB circulars). The budget amount requested will be reduced to reflect the removal of the ineligible items.

Funds requested may NOT be used to supplant resources supporting existing services or activities. However, agencies whose current NYSDOH AIDS Institute funding for HIV prevention services for women is being re-solicited may apply for funding for services consistent with this RFA.

Funding may support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities. This includes funding for administrative staff, supervisors and support personnel, and other-than-personnel costs such as a share of space, supplies, telephone, and other expenses associated with program implementation and service delivery. Agencies without a federally approved administrative rate may request up to 10% of total direct costs for administrative expenses. Agencies with a federally approved rate greater than or equal to 20% may request up to 20%; agencies with a federally approved rate of less than 20% may request their approved rate.

## **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 Cover Page (Attachment 10)

Application Checklist (Attachment 4)

Letter of Commitment from Board of Directors or Equivalent Official (Attachment 3)

Data Sheet for Projected Populations to be Served (Attachment 7)

Budget Forms and Narrative Justification (Attachment 12)

Vendor Responsibility Questionnaire (Attachment 5) (if you choose not to complete on-line)

Vendor Responsibility Attestation (Attachment 6)

Most recent Yearly Independent Audit

## **V. COMPONENT B - SEXUAL HEALTH PROMOTION FOR YOUNG PEOPLE THROUGH YOUTH LEADERSHIP AND COMMUNITY ENGAGEMENT**

### **B-I. INTRODUCTION**

Component B of this Request for Applications (RFA) will support community-based programs designed to address the HIV, STI (sexually transmitted infection) and unintended pregnancy prevention needs of young people (ages 13 to 24) through youth leadership, community engagement and community change.

### **B-II. PURPOSE AND ANTICIPATED OUTCOMES**

The primary goal of Component B is to reduce HIV infection, STIs and unintended pregnancies among youth in NYS (ages 13 to 24) by creating communities that support and promote optimal sexual health for young people.

To achieve this goal will require a shift in the way HIV prevention programs for young people have been designed in the past. Instead of focusing on individual behavior change to help young people avoid negative outcomes (i.e. STIs, HIV infection, unintended pregnancy), funded programs will expand their focus to work toward changing the communities in which young people live and transition to adulthood. Funded programs will address the community barriers and environmental factors that impede young people's access to comprehensive sexual health education and services and which increase their risk for STIs, HIV infection and unintended pregnancy. Programs will build on their target community's assets and strengths to create an environment that promotes and supports the sexual health and comprehensive well being of its youth.

The initiative's foundation is built upon the principles and practices of positive youth development. It recognizes that young people must be involved in and have significant roles in leading every aspect of the program; from defining their needs, to designing the activities, to evaluating the outcomes. Funded programs will be required to train and support young people who will have the primary responsibility for leading the project. In partnership with adults, the youth leaders will work to develop broad-based community support for comprehensive sexual health education and health care services for young people.

Funded programs will provide services and implement strategies to achieve the following outcomes among the following populations and in the targeted community:

#### Young People Trained as Program Leaders

- Increased number of assets and strengths acquired by the program leaders
- Increased capacity to provide information and presentations about optimal adolescent sexual health to a wide variety of audiences (e.g. young people, parents, school personnel, staff of community-based organizations, public officials, etc.)

## Component B

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- Increased number of meaningful decision-making roles program leaders take on in the program and community
- All the outcomes for young people in the community (listed below)

### Young People in the Community

- Increased number of young people who receive comprehensive sexual health education
- Increased number of young people who are knowledgeable about how to reduce their risk for STIs, HIV infection and unintended pregnancy and maintain optimal sexual health
- Increased number of young people who maintain practices that reduce their risk for STIs and HIV infection including abstinence, delaying sexual activity, reducing the number of sexual partners, consistently practicing safer sex, and reducing alcohol and substance use
- Increased number of young people who are screened for STIs, tested and receive treatment
- Increased number of young people who test for HIV and receive their results and receive medical care and services if HIV positive
- Increased number of young people who regularly access sexual health and reproductive health care services
- Increased number of young people who are actively engaged in their community, including planning and participating in community activities, and engaged in decision-making roles

### Parents, Family Members and Other Adults

- Increased number of parents, family members and other adults who are knowledgeable about and supportive of comprehensive adolescent sexual health education and services
- Increased number of parents, family members and other adults who discuss optimal sexual health issues with young people
- Increased number of parents, family members and other adults who are actively engaged in the community programs and schools attended by young people

### Community

- Increased awareness of and support for promoting optimal sexual health for young people
- Increased opportunities for young people to receive education about comprehensive sexual health and STI/HIV/unintended pregnancy risk reduction
- Increased access to youth-friendly sexual health services (e.g. STI screening, testing and treatment, HIV counseling and testing, reproductive health care)
- Increased access to STI and HIV risk reduction supplies (e.g. male and female condoms) and contraceptives
- Increased capacity of organizations to meet the needs of young people they serve
- Increased use of positive youth development principles and practices by youth-serving organizations

- Increased coordination among organizations serving young people
- Increased opportunities and support for young people to be engaged in community organizations and activities
- Increased opportunities and support for young people to be engaged in meaningful and decision-making roles in the community (e.g. local government advisory boards, planning committees for community events, local boards of education, etc.)

### **B-III. APPLICANT ELIGIBILITY AND PREFERENCES**

Eligible applicants are the following types of not-for-profit health or human service organizations with a demonstrated commitment to positive youth development and history of training, supporting and giving young people decision-making roles in agency governance, program design, service delivery and program evaluation:

- private, not-for-profit 501 (c) (3) community-based organizations
- Article 28 licensed hospitals and health care facilities, including community health centers
- county/local government units (e.g. health, youth bureau)
- academic institutions and Board of Cooperative Education Services (BOCES)

Preference will be given to applicants that can demonstrate the following:

- Have a Board of Directors and staff, including senior management staff, who are representative of the racial, ethnic and cultural populations they serve and intend to reach through the proposed program. For agencies not governed by a Board of Directors, applicants will only be expected to provide information on staffing composition.
- Have at least two (2) years of experience with administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.
- Target communities (particularly communities of color) with documented negative sexual health outcomes for young people (ages 13 to 24).

### **B-IV. BACKGROUND**

At the close of calendar year 2007, there were 4,601 young people (ages 13 to 24) living with HIV/AIDS in NYS.

During calendar year 2007, a total of 63,736 cases of early syphilis (under one year's duration), gonorrhea and *Chlamydia* were reported among young people (ages 15 to 24) in NYS. This number represented 62% of the total cases reported in the State (while young people ages 15 to 24 represent only 14% of the total population of the State). It is very important to note that sexual transmission continues to account for an increasing proportion of new HIV infections and that STIs are a major factor fueling the HIV epidemic, particularly among young people of color.

In NYS during calendar year 2007, there were a total of 39,910 pregnancies among young females ages 15 to 19, and 867 among females under the age of 15.

HIV infection, STIs and pregnancies among young people in NYS occur disproportionately in communities of color (i.e. African-American and Hispanic communities). For example, African American and Hispanic youth, age 13 to 19, accounted for 60% and 31%, respectively, of young people living with HIV/AIDS at the end of 2007. The rate of gonorrhea among African American young people (ages 15 to 19) is fifteen times greater than those among whites and 2.5 times higher than among Native Americans, which is the racial group with the next highest rate in recent years. *Chlamydia* rates among 15 to 19 year olds reported from 2001 through 2007 indicate that the rate among African American youth are ten times higher than among whites, and nearly 3 times higher than among Hispanic and Native American young people. Teen pregnancy rates continue to be significantly higher among youth in communities of color; consistently two to three times higher among black and Hispanic adolescents compared to white youth. In 2007, the 15 to 17 year old pregnancy rate was 25.1 per 1,000 white females, compared to 65.1 and 67.1 for black and Hispanic females, respectively. In addition, the declines in pregnancy rates across NYS during the past decade have not been as dramatic for young people of color.

While the majority of young people living with HIV/AIDS reside in New York City (82% among 13 to 19 and 79% among 20 to 24), the number of STIs and pregnancies among teens are more evenly distributed throughout the State. For example, for cases reported in 2006, New York City accounted for 54.9% and 56.9% of the reported cases of gonorrhea and *Chlamydia* among young people, respectively, with the rest of the State representing the other cases. For teen pregnancies, New York City accounted for 57% and the rest of the State accounted for 43% of the pregnancies.

By definition, STIs and unintended pregnancies are negative outcomes of sexual behavior. HIV infection among young people is also largely a result of sexual behavior; primarily among men who have sex with men. For newly diagnosed HIV cases among youth in NYS reported in 2007, men who have sex with men account for 52% of the cases among youth age 13 to 19, and 60% of the cases among young people age 20 to 24.

Adolescence is frequently described as a time of increased risk taking including the initiation of sexual behavior. Not all risk taking behavior by young people, including sex, results in negative outcomes. However, as the data above illustrate, the risk of negative outcomes due to sexual behavior is a reality for many young people in NYS. Recent research, as described in Child Trends Research Brief, *Trends and Recent Estimates: Sexual Activity Among U.S. Teens* (June 2006), documents the following trends that are associated with a greater risk for HIV infection, STIs and unintended pregnancy: increase in the number of young people who engage in oral sex without using a condom; increase in young people having sex with multiple partners; increase in the number of females who have sexual partners who are older than they are at first intercourse; and the finding that African-American teenage males and females and Hispanic teenage males are more likely to ever have had sex than are their white counterparts.

While young people in NYS are experiencing negative outcomes as a result of their sexual behavior, the data also indicate that many young people are making decisions to reduce their risk for negative outcomes. For example, the results of the 2007 Youth Risk Behavior Survey of NYS high school students (grades 9 through 12) regarding sexual behavior indicate the following:

- 56.4% of students have never had sexual intercourse
- 68.9% of students did not have sexual intercourse during the 3 months preceding the survey
- 66.7% of students who had sexual intercourse during the 3 months preceding the survey did use a condom during the last sexual intercourse

The question then becomes, why are some young people making decisions and engaging in behaviors that promote their sexual health and well being and others are not? The authors of *Risk and Opportunities: Synthesis of Studies on Adolescence* published by the National Research Council and the Institute of Medicine note the following insights that have emerged from recent scientific inquiries into adolescence which might offer an answer to the question:

“Problem behaviors, as well as health-enhancing ones, tend to cluster in the same individual, and these behaviors tend to reinforce one another. Crime, dropping out of school, pregnancy, and drug use are typically considered separately, but in the real world they occur together. Teenagers who smoke and drink are more likely to initiate sex earlier than their peers; those who engage in these behavior patterns often have a history of difficulties in school. The fact that the health-enhancing behaviors cluster together suggests that families, schools, and other social institutions have an important opportunity to foster healthy lifestyles during adolescence by addressing common roots of both positive and negative behaviors.”

The authors continue:

“Another important insight is the profound influence of settings on adolescents’ behavior and development. Until recently, research conducted to understand adolescent behavior, particularly risk-related behaviors, focused on the individual characteristics of teenagers and their families. A study that looked at how families, communities, and other institutions are serving the needs of youth concluded that young people depend not only on their families, but also on the neighborhoods in which they live, the schools they attend, the health care system, and the workplace from which they learn a wide range of important skills. If sufficiently enriched, all of these settings and social institutions in concert can help young people successfully make the transition from childhood to adulthood.”

Research findings and recommendations from experts in the field of adolescent sexual health increasingly recognize the powerful impact community and environmental factors have on adolescent decision making about sexual behavior. In a recent article in the *Journal of Pediatric Psychology*, Ralph DiClemente, questions the ultimate effectiveness

of interventions that focus solely on individual behavior change and suggests that a broader, environmental perspective is needed.

Similarly, Douglas Kirby, et al, in a 2005 publication, *Sexual Risk and Protective Factors*, identify 400 factors that affect adolescent sexual behavior. The authors argue that environmental factors (such as violent communities, poor-performing schools, connections to family and community organizations, etc.) exert a great influence over young people's decisions about sex. The authors further state that programs that provide youth development activities and opportunities to young people can have an impact on increasing young people's positive "attachment to various people and institutions in their lives such as parents, schools, places of worship, and other adults." These enhanced connections create protective factors for young people that help them to reduce their negative risk-taking behaviors.

This focus on the impact community and environment have on young people's sexual behavior converges with recommendations by experts in the field of positive youth development who conclude that community-wide efforts are needed to truly realize the goal of fully prepared and healthy young people. For instance, an article by Peter Benson, et al, "Positive Youth Development So Far," from the Search Institute publication *Insights and Evidence* states:

"The largest improvements in positive youth development will occur more in response to interventions and initiatives that are aimed at the community level than those aimed at individuals. A focus only on individual treatment of young people is inadequate to promote their full potential development."

If young people's decisions about their sexual behavior are greatly influenced by the communities in which they grow up and, as the epidemiological data show, many young New Yorkers are experiencing negative outcomes as a result of their sexual behavior, then what can be done to reduce the negative outcomes and promote optimal sexual health? Young people, through their unique perspective of their communities' strengths and areas needing improvement, hold the answers to that question.

When young people who participated in discussion groups convened by NYSDOH AIDS Institute-funded adolescent HIV prevention programs were recently asked about what they would like to change about their communities, their responses were wide ranging. Some of the areas needing improvement highlighted by the young people included reducing violence (including domestic violence and relationship violence), reducing drug and alcohol use, racism, lack of respect for racial diversity and sexual orientation, affordable housing, lack of jobs, better quality food, more community centers, attitude of police toward young people, beautification of neighborhoods, the quality of education and poor high school graduation rates. These young people, growing up in urban, suburban and rural communities, also envisioned clear roles for themselves in making positive changes in their communities.

It is this spirit of community engagement and desire to be involved in community improvement efforts that component B is attempting to develop and promote. The Centers for Disease Control and Prevention (CDC) recognizes that community engagement is a cornerstone of public health action. CDC has defined community engagement as the “process of working collaboratively with and through groups of people affiliated by geographic proximity, special interest, or similar situations to address issues affecting the well-being of those people. It is a powerful vehicle for bringing about environmental and behavioral changes that will improve the health of the community and its members.”

Youth involvement and leadership, community mobilization, and young people’s connectedness to their families, schools, and communities at large were recurring themes discussed at a February 2009 symposium on adolescent sexual health convened by the ACT for Youth Center of Excellence (a NYSDOH funded program). At the symposium, eleven noted national experts on adolescent sexual health and invited stakeholders, including a panel of youth, all agreed that young people must be in the forefront of a movement to promote sexual health and reduce the negative outcomes of sexual behavior.

The program model funded through component B recognizes the potential of youth-led community engagement to bring about positive changes and promote young people’s overall well-being. The following series of quotes from recent examinations of youth-led community engagement and civic activism projects illustrate the benefit of the program model to be supported through this component B.

“Through civic activism, the ideas and energy of young people can contribute meaningfully as they participate in community building, work toward social change, apply their leadership skills, and simultaneously gain access to services, supports and opportunities that facilitate their own development” (*Youth Leadership for Development*, Innovation Center for Community and Youth Development)

“When youth take action to improve their contexts, their efforts are empowering and also improve the contexts for themselves and their peers. The impact of youth action is cumulative, because youth who take action once are more likely to continue doing so and because other youth may be inspired by their example to take action.” (*Positive Youth Development So Far*, Search Institute)

Successful applicants will be those that demonstrate the expertise and ability to put the concepts of positive youth development, youth leadership, youth/adult partnerships, and community engagement into action to promote and support the comprehensive sexual health and well-being of young people.

### **B-V. GUIDING PRINCIPLES**

Funded programs are expected to reduce STIs, HIV infection and unintended pregnancy among youth by fostering communities that support and provide comprehensive sexual health and risk reduction education and services and other related services to young people.

## Component B

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Programs are expected to use youth leaders who, in strong partnership with adults (including key community leaders), will work to address and change the environment in their communities that increases young people's risk for STIs, HIV infection and unintended pregnancy. Successful applicants will include those that reflect the following guiding principles in their applications in response to component B:

- Involve young people in all aspects of the program.
- Use a positive youth development approach in all aspects of the program by focusing on positive outcomes; building on the strengths and assets of young people and communities; viewing young people as valuable resources, contributors and leaders; creating and fostering youth and adults in partnership to achieve program goals; provide young people with meaningful decision-making roles; collaborating with all segments of a community to contribute to the well-being of young people; and recognizing the importance of ongoing, positive opportunities and relationships to help young people succeed as adults.
- Acknowledge that young people have a right to accurate, developmentally appropriate, comprehensive information about sexual health and access to comprehensive sexual health services.
- Provide sexual health education to young people that includes the following principles: youth-centered; strength-based; comprehensive; evidence-based; skills-driven; developmentally appropriate; culturally appropriate; supported by parents, families and communities; facilitate access to health and support services; and include measurable outcomes. (See Attachment 1 for more information about the NYSDOH guiding principles for adolescent sexual health education.)
- Employ staff with experience and expertise working with young people on such issues as leadership development, comprehensive sexual health, community engagement and change, and shared decision making.
- Employ staff who are representative of the racial, ethnic and cultural populations and communities that they target and serve.
- Employ a diverse group of youth leaders and provide them with structured training and ongoing support to maximize their influence.
- Compensate the youth leaders for their time, effort and contributions.
- Demonstrate an understanding of the complexity of the environmental factors that exert a great influence over young people's decisions about sex.
- Design a program that recognizes that young people are more likely to make positive decisions about their sexual health when they feel valued by their communities, hopeful about the future, and know that their actions will make a difference.
- Design a program that recognizes that young people depend on their families, neighborhoods, schools, health care providers, and other community institutions to learn the skills that help them successfully transition from childhood to adulthood.

**B-VI. TARGET COMMUNITY/POPULATION(S)**

Applicants should identify their target community as a geographic entity (e.g. county, neighborhood, etc.) and document the barriers and strengths existing in the target community that impede and support comprehensive sexual health education and services for young people. In addition, applicants should identify the specific population(s) of young people in the community who have experienced negative sexual health outcomes and who will benefit from the proposed program (e.g. youth of color, LGBT youth, homeless youth, youth in foster care, youth who have been incarcerated, youth who use substances, etc.).

Preference will be given to applicants that target communities (particularly communities of color) with documented negative sexual health outcomes for young people (ages 13 to 24) and which lack strong institutions and systems to support young people's access to sexual health education and services and other related services.

**B-VII. PROGRAM MODEL**

Funded programs will, at a minimum, conduct the activities and provide the services described below. It is expected that young people, in strong partnership with adults, will design, deliver and evaluate the program model.

Program Development and Management

- Recruit program staff with experience and expertise in working with young people on leadership development, comprehensive sexual health, community engagement and change, and shared decision making
- Recruit young people (between the ages of 16 to 24) to be program leaders
- Provide program space and needed support services/ equipment specifically for use by the program leaders
- Provide comprehensive and ongoing training to the program leaders on such topics as comprehensive sexual health, STI and HIV prevention and risk reduction, HIV counseling and testing and STI screening and treatment, reproductive health, presentation skills, leadership skills, civic engagement, community organizing and change, program evaluation, etc.
- Provide evidence-based comprehensive sexual health and STI/HIV/unintended pregnancy risk reduction behavior change interventions to program leaders
- Provide ongoing support for the program leaders through individual supervision and counseling and support groups
- Provide training to the applicant agency staff on positive youth development, youth leadership, comprehensive sexual health, community engagement and change, etc.
- Provide training and conduct ongoing activities to establish and strengthen partnerships among adult program staff and program leaders
- Provide opportunities for the program leaders to take on decision-making roles in the program and organization
- Create and implement strategies to generate and maintain parent, family member and other adult support and participation in program activities

Community Assessment and Strategy Development

- Assess the target community's resources and barriers regarding adolescent sexual health education and services and other related services for young people (e.g. community mapping and surveys, organizational assessments, etc.)
- Conduct community forums to gather information and opinions about the target community regarding services that are available or are needed to promote optimal sexual health for young people (ages 13 to 24)
- Interview a broad array of key informants (e.g. young people, parents, staff of youth-serving organizations, school/college personnel, health care providers, substance use treatment programs, mental health programs, juvenile justice programs, law enforcement personnel, faith community, businesses, media, public and elected officials, etc.) to gauge and enlist the community's support for promoting optimal sexual health for young people (ages 13 to 24)
- Develop strategies and interventions that address the specific issues that impede young people's (ages 13 to 24) ability to access comprehensive sexual health education and services and related services

Community Education and Engagement

- Deliver educational presentations on comprehensive adolescent sexual health and STI/HIV/unintended pregnancy risk reduction to a wide array of community members and sectors
- Deliver evidence-based comprehensive sexual health and STI/HIV/unintended pregnancy risk reduction interventions to young people (ages 13 to 24) in the community
- Educate young people (ages 13 to 24) about health promotion and the health care system
- Implement strategies that are designed to address the specific issues and factors that impede young people's (ages 13 to 24) access to comprehensive sexual health education and services and related services
- Enlist young people, adults, community organizations and other sectors of the community (e.g. schools, elected officials, faith institutions, businesses, etc.) to work with the program to implement community change strategies
- Establish or enhance collaborative relationships with individuals and organizations in the community for the purpose of furthering the goals of the program
- Create social marketing campaigns to increase community awareness about the benefits of comprehensive sexual health and youth leadership
- Create social marketing campaigns targeted at young people (ages 13 to 24) about optimal sexual health, healthy behaviors, decision making and community involvement
- Use the internet and social networking sites to create awareness of the program and enlist the support of other young people (ages 13 to 24) in the community
- Identify and promote youth-friendly internet resources that provide accurate and appropriate information about comprehensive sexual health

Comprehensive Sexual Health Care Services for Young People (ages 13 to 24)

- Provide directly, or facilitate access to, STI screening services (e.g. *Chlamydia*, gonorrhea, etc.)
- Ensure that STI treatment is made available to those who need it
- Provide directly, or facilitate access to, HIV counseling and testing services
- Ensure that young people receive their HIV test result and are linked to health care and support services if they are HIV positive
- Provide directly, or facilitate access to, reproductive health care services
- Distribute safer sex supplies (e.g. male and female condoms) directly to young people and to other appropriate sites frequented by young people

Program Evaluation and Continuous Quality Improvement

- Develop tools and implement systems to collect data and information to measure progress in achieving the anticipated outcomes for the initiative
- Regularly review data and information to identify opportunities to improve the program's performance
- Participate in initiative-wide program evaluation activities
- Use the NYSDOH AIDS Institute Reporting System (AIRS) to collect and report on contract-related services and activities

**B-VIII. COMPLETING THE APPLICATION**

**If an applicant proposes to serve more than one region (as described in the Available Funding section of the RFA) a separate application must be submitted for each region.**

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

Please respond to each of the questions below; your responses comprise your application. Be complete and specific when responding. Number/letter the narrative response to correspond to each element in the order presented. **Please respond to all items within each section.** If appropriate, indicate if the element is not relevant to your organization or application.

Please remember to refer to the sections of Component B detailing Applicant Eligibility and Preferences, Purpose and Anticipated Outcomes, Guiding Principles, Program Model, General Program Requirements, and Glossary of Terms (Attachment 9) when developing your application.

A form is provided to serve as the cover page for the application (Attachment 10). This cover page will not count toward the page limit.

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

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

**Not Scored**

Summarize the proposed program and briefly describe the following: the target community; the youth leaders; how the community will be engaged; the proposed activities and strategies to achieve the anticipated outcomes; and how the outcomes will be assessed.

**2. Description of the Target Community/Population(s) (maximum pages 2)**

**Maximum Score: 10 points**

Applicants should identify their target community as a geographic entity (e.g. county, neighborhood, etc.). In addition, applicants should identify the specific population(s) of young people in that community who have experienced negative sexual health outcomes (i.e. STIs, HIV infection, unintended pregnancy) and who will benefit from the proposed program (e.g. young people of color, LGBT youth, homeless youth, youth in foster care, youth who have been incarcerated, youth who use substances, etc.).

**Please note that preference will be given to applicants that target communities (particularly communities of color) with documented negative sexual health outcomes for young people (ages 13 to 24).**

- a. Identify the target community and the specific population(s) of young people to be served through the proposed program. Explain why the community and population(s) were selected. Complete Attachment 7 by indicating the demographic characteristics of the people to be served through the proposed program.
- b. Describe the personal risk behaviors and environmental factors that place the target population(s) of young people at increased risk for STIs, HIV infection, and unintended pregnancy.
- c. Provide information about the negative sexual health outcomes for the target population(s) of young people that have been documented in the community.
- d. Describe the barriers existing in the community that impede the target population(s)' access to comprehensive sexual health education and services.
- e. Describe the strengths and assets in the community that facilitate the target population(s)' access to comprehensive sexual health education and services.

- f. Young people associated with the applicant organization should complete the Description of Youth-Led Community Change (Attachment 11). The attachment does not count toward the page limit.

**3. Applicant Organization Capacity (maximum pages 2)**

**Maximum Score: 10 points**

- a. Describe the applicant organization's services, population(s) served, location of services, and its history serving the target community. Include the number of years experience providing these services.
- b. Describe how the proposed program fits with the applicant organization's overall mission and why the organization is taking on this program.
- c. Describe the applicant organization's Board of Directors' composition and current staffing. Describe the applicant organization's capacity to provide culturally and linguistically appropriate services. **Provide information to demonstrate that the applicant meets the preference factor of having a Board of Directors and staff, including senior management staff, who are representative of the racial, ethnic and cultural populations they serve and intend to reach through the proposed program.** Organizations not governed by a Board of Directors will only be expected to provide information on staffing composition.
- d. Describe the applicant organization's administrative capacity, including fiscal management, information systems, program evaluation procedures, board involvement (if agency is governed by a Board of Directors), and organizational structure and how the organization's administrative capacity will support the proposed program. **Provide information to demonstrate that the applicant meets the preference factor of having at least two (2) years experience with administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.**
- e. Describe how the organization will implement the AIDS Institute Reporting System (AIRS) (see section III. General Program Requirements) including staff roles and responsibilities for the following activities: system administration; data entry; quality assurance; and reporting to the AIDS Institute. Describe how data will flow from point of service delivery to entry into AIRS. Also provide a description of the physical infrastructure used to implement AIRS. If using a network system, describe the network structure, server specifications, connectivity, number of users, and physical sites accessing the system. If using a stand-alone system, include the desktop specifications.

- f. If a joint application is submitted, describe the lead agency's ability to discharge specific responsibilities relating to subcontracting. Programmatic and fiscal accountability for activities specified in the application to be carried out by subcontractors rests with the lead agency as the contracting entity. The applicant agency must have the infrastructure and expertise to carry out the following:
  - 1. Execution of subcontracts;
  - 2. Program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting;
  - 3. Oversight relating to subcontractor budgets, fiscal reporting and expenditure monitoring;
  - 4. Timely reimbursement of subcontractor expenditures; and
  - 5. Routine meetings among staff of participating agencies to foster collaboration and improved delivery of services.
- g. Attach a copy of your most recent Yearly Independent Audit

**4. Applicant Organization Experience (maximum pages 3)**

**Maximum Score: 20 points**

- a. Describe the applicant organization's existing sexual health-related services (education and/or clinical) for young people. Indicate the length of time these services have been provided and the number of individuals served through current programs.
- b. Describe the applicant organization's existing youth development activities and opportunities for young people. Indicate the length of time these activities/opportunities have been provided and the number of individuals served through current programs.
- c. Describe the applicant organization's experience in preparing and supporting young people to take on leadership roles in the organization and in the community.
- d. Describe the applicant organization's experience in establishing effective youth/adult partnerships.
- e. Describe the applicant organization's experience working with others (e.g. young people, parents/adults, community agencies, etc.) in implementing community change strategies on issues that affect young people.
- f. Describe how young people have been involved in the planning, implementation and evaluation of the applicant organization's existing programs for young people.

**5. Program Outcomes** (maximum pages 5)

**Maximum Score: 20 points**

**Applicants should refer to Section B-II (pages 24-26), Purpose and Anticipated Outcomes and be responsive to the Section B-V, Guiding Principles when completing this section of the application.**

**Applicants are NOT expected to address all the anticipated outcomes listed in Section B-II in Year 1 of their program.**

Indicate the outcomes to be addressed in Year 1 and the strategies/activities that will be implemented to achieve those outcomes for the following target populations:

- a. Young People Trained as Program Leaders
- b. Young People in the Community
- c. Parents, Family Members and Other Adults
- d. Community

**6. Program Workpan** Use Workplan Format (Attachment 13)

**Maximum Score: 20 points**

Use Attachment 13 to complete the Program Workplan. Use as many pages as is necessary; pages will not be counted in total page limit.

Indicate the outcomes to be addressed in Year 1. (Please see pages 24-26.) Describe the specific activities that will be conducted, the timeframe for completion of those activities, the person(s) responsible for the activities, and methods that will be used to measure the activities and evaluate success at achieving the outcomes.

**7. Budget** Use Budget Forms

**Maximum Score: 20 points**

Complete the attached budget forms (Attachment 12) assuming a 12-month budget. All costs must be directly related to the activities described in the application,

consistent with the program model, reasonable and cost effective. Justification for each cost should be submitted in narrative form.

Ineligible budget items will be removed from the budget before it is scored. Ineligible items are those determined by NYSDOH personnel to be inadequately justified in relation to the proposed program or are not fundable under existing state and federal guidance (OMB circulars). The budget amount requested will be reduced to reflect the removal of the ineligible items.

Funds requested may NOT be used to supplant resources supporting existing services or activities. However, agencies whose current AIDS Institute funding for HIV prevention services for adolescents and young adults is being resolicited may apply for funding for services consistent with this RFA.

Funding may support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities. This includes funding for administrative staff, supervisors and support personnel, and other-than-personnel costs such as a share of space, supplies, telephone, and other expenses associated with program implementation and service delivery. Agencies without a federally approved administrative rate may request up to 10% of total direct costs for administrative expenses. Agencies with a federally approved rate greater than or equal to 20% may request up to 20%; agencies with a federally approved rate of less than 20% may request their approved rate.

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

## **8. 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 Cover Page (Attachment 10)
- Application Checklist (Attachment 4)
- Letter of Commitment from Board of Directors or Equivalent Official (Attachment 3)
- Data Sheet for Projected Populations to be Served (Attachment 7)
- Budget Forms and Narrative Justification (Attachment 12)
- Description of Youth-Led Community Change (Attachment 11)
- Vendor Responsibility Questionnaire (Attachment 5) (if you choose not to complete on-line)
- Vendor Responsibility Attestation (Attachment 6)
- Most recent Yearly Independent Audit
- Component B Program Workplan (Attachment 13)

## VI. ADMINISTRATIVE REQUIREMENTS

### A. Issuing Agencies

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

### B. Question and Answer Phase

All substantive questions must be submitted in writing to:

#### Component A

Nkechi Oguagha, Assistant Director  
Bureau of Special Populations  
AIDS Institute / NYS Dept of Health  
90 Church Street, 13<sup>th</sup> Floor  
New York, NY 10007

Fax: (212) 417-4709

Email: noo01@health.state.ny.us

#### Component B

Barbara Leo, Director  
Adolescent HIV Prevention Services  
Bureau of Special Populations  
AIDS Institute / NYS Dept of Health  
Room 384, Corning Tower  
Empire State Plaza  
Albany, NY 12237

Fax: (518) 473-2873

Email: bjl03@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until **5:00 PM** on the date posted on the cover page of this RFA.

Questions of a technical nature can also be addressed in writing (at the addresses noted above) or via telephone by calling for **Component A Nkechi Oguagha at (212) 417-4707** or for **Component B Barbara Leo at (518) 486-6066**. 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. See the paragraph titled “Applicant Conference and Letter of Interest” (below) to determine how to receive department responses to questions.

This RFA has been posted on the NYSDOH public website at:

<http://www.nyhealth.gov/funding> and on the HRI website at <http://www.hrinet.org/funding>

Questions and answers, as well as any updates and or modifications, will be posted on the DOH and HRI websites by the date posted on the cover page of this RFA.

### C. Applicant Teleconferences and Letter of Interest

- In place of an in-person applicant conference, Applicant Teleconferences will be held for this RFA. A separate teleconference will be held for Component A and Component B. These teleconferences will be held on the date and time posted on the cover page of this RFA. The NYSDOH/HRI requests that all potential applicants register for this teleconference(s) by sending an email to Jonathan Pesnel at [jap13@health.state.ny.us](mailto:jap13@health.state.ny.us) to insure that adequate phone lines will be available for the number of prospective participants. Upon registering for the teleconference(s), applicants will receive the call information (i.e., phone number and access code). The deadline for registering for the Applicant Teleconference(s) is posted on the cover page of this RFA.

Failure to attend the Applicant Teleconference(s) will NOT preclude the submission of an application. Deadline for reservations is posted on the cover page of this RFA.

- Letter of Interest - Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest must be received by the date posted on the cover page of this RFA at the address shown in paragraph B above in order to automatically receive any updates or modification to this RFA. Failure to submit a Letter of Interest will **not** preclude the submission of an application. A sample Letter of Interest format is included as Attachment 2 to this RFA.

#### **D. How to File an Application**

All applications must be **received** at the following address by **5:00 PM** on the date posted on the cover page of this RFA. **Late applications will not be accepted\***. Applications WILL NOT be accepted via fax or email.

Valerie J. White  
Deputy Director, Administration and Data Systems  
AIDS Institute  
NYS Department of Health  
Empire State Plaza, Corning Tower, Room 478  
Albany, NY 12237

Applicants are expected to submit one (1) original unbound, signed application and six (6) complete copies, including all attachments. The original should be clearly identified and include a letter of commitment signed by the chairperson of the applicant's Board of Directors (or his/her designee) or equivalent official (Attachment 3). Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this document.

Applicants should pay special attention to Attachment 4, 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 all applications are completed and are delivered to Room 478 prior to the date and time specified above. Late applications due to a documentable delay by the carrier may be considered at HRI/NYSDOH's discretion.

**E. The NYS Department Of Health and HRI Reserve The Right To:**

1. Reject any of 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 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.

**F. Term of Contract**

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

It is expected that contracts will be awarded under this RFA for a 12-month term, with an anticipated start date of June 1, 2010. The initial contract period may vary depending on the funding stream. Awards may be renewed for up to four additional one-year periods, based upon satisfactory performance and the availability of funds.

**G. Payment Methods and Reporting Requirements**

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

The contractor will be required to submit quarterly invoices and required reports of expenditures to the State's/HRI's designated payment office. Information regarding the designated payment office will be provided to contractors during the contract negotiation phase.

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

Selected applicants will be required to report monthly on a core set of data specified by the NYSDOH AIDS Institute, fiscal expenditure information, and program activities; and report on activities and services in a format that adheres to the NYSDOH AIDS Institute Reporting System (AIRS NY) uniform reporting standards.

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

## **H. Vendor Responsibility Questionnaire**

NYS 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 5).

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 OSC 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).

Vendors opting to file a paper questionnaire should complete the paper form included as Attachment 5 and return it with their application.

All Applicants should also complete the Vendor Responsibility Attestation (Attachment 6) and return it with their application.

## **I. General Specifications**

1. By signing the Letter of Commitment from the Board of Directors or Equivalent Official (Attachment 3) each applicant attests to its express authority to sign on behalf of the applicant.
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 Questions and Answer Phase (Section IV.B.) must be clearly noted in a cover letter to the application.

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

5. Provisions Upon Default

- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department/HRI acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the 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, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

**J. Appendices included in DOH Grant Contracts**

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application (See Attachment 8).

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	Work Plan
APPENDIX H	Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

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 you 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 8/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 – NYSDOH 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

**VII. APPLICATION REVIEW PROCESS**

Applications meeting the eligibility requirements will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each section, and the maximum points for each section as specified in Sections A-VIII and B-VIII (Completing the Application) of the RFA. A panel convened by the NYSDOH AIDS Institute will conduct a review of applications from eligible applicants.

The reviewers will consider the following factors: (1) clarity of the application; (2) responsiveness to the Request for Applications; (3) applicant's capacity and experience (including at least two years experience with administrative, fiscal, and programmatic oversight of government contracts including timely and accurate submission of fiscal and program reports); (4) demonstration of need for the proposed services; (5) applicant's access to the target population(s)/community; (6) comprehensiveness and soundness of the program design; (7) appropriateness of the evaluation strategy; and (8) relevance and justification of budget costs.

Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. After the minimum number of awards is met in each region, any remaining funding will be awarded to the next highest scoring applicant(s) from any region, up to the maximum number of awards for all regions.

## Components A & B

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If fewer acceptable applications are received for a region within a component than the number of anticipated awards indicated above, NYSDOH and HRI reserve the right to shift funding to other regions within that component. This will be done consistent with the need for services in those other regions. Need has been determined for Component A by the number of reported cases of HIV infection and STIs among women. For Component B need has been determined by the number of reported cases of HIV infection and STIs among young people ages 13 to 24 and the number of reported pregnancies among young females ages 13 to 19.

If fewer acceptable applications are received for either Component A or Component B than the number of anticipated awards indicated above, NYSDOH and HRI reserve the right to shift funding between components.

If additional funding becomes available, the NYSDOH and HRI may select to contract with an applicant whose application has been found to be “approved but not funded” in the review process. If it is determined that the needed expertise/services are not available among these organizations, the NYSDOH/AI reserves the right to establish additional competitive solicitations or to award funds on a sole source basis.

A visit to an applicant’s service site may be appropriate when the agency and its facilities are not familiar to the NYSDOH AIDS Institute. The purpose of the visit would be to verify that the agency has appropriate facilities to carry out the work the work plan described in its application for funding.

In cases in which two or more applicants for funding are judged, on the basis of their written proposals, to be equal in quality, such applicants may be invited to meet with appropriate NYSDOH 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 the structured questions.

Following the awarding of grants from this RFA, applicants may request a debriefing from the NYS Department of Health AIDS Institute. This debriefing will be limited to the positive and negative aspects of the subject application only and must occur within three (3) months from the grant award 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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**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 \_\_\_\_\_

**NEW YORK STATE DEPARTMENT OF HEALTH  
ADOLESCENT SEXUAL HEALTH EDUCATION  
GUIDING PRINCIPLES**

To promote the optimal sexual health of young people in New York State, sexual health education programs supported by the New York State Department of Health should reflect the following guiding principles:

**Youth-Centered**

Sexual health education is responsive to the specific needs of young people and allows young people the opportunity to be active participants in the development and delivery of sexual health education.

**Strength-Based**

Sexual health education is most effective when it takes a positive youth development approach which builds on young people's existing strengths, skills and external assets.

**Comprehensive**

Sexual health education provides a full range of scientifically accurate information and options for sexual health and for reducing the negative outcomes of sexual behavior.

**Evidence-Based**

Sexual health education interventions are based on behavior change theory and have been proven effective with the intended participants.

**Skills-Driven**

Sexual health education provides young people opportunities to learn, practice, and apply the skills required to maintain optimal sexual health.

**Developmentally Appropriate**

Sexual health education is appropriate to the physical, intellectual and emotional development, as well as the sexual orientation, of the intended participants.

**Culturally Appropriate**

Sexual health education is tailored to the cultural and community norms of the intended participants.

**Supported by Parents, Families and Communities**

Sexual health education recognizes the larger context in which sexual behaviors occur and encourages the involvement and support of all people who have relationships with young people (e.g. parents, family members, service providers, school personnel)

**Facilitate Access to Health and Support Services**

Sexual health education facilitates young people's access to needed health and support services.

**Measurable Outcomes**

Sexual health education programs have clear and measurable intended outcomes and regularly monitor their progress in achieving those outcomes.

**Attachment 2**

**Sample Letter of Interest to Apply**

**HIV/STI Prevention and Related Services for Women and Young People  
RFA # 08 -0007**

Date:

Thomas Tallon  
Associate Director, Division of HIV Prevention  
New York State Department of Health/AIDS Institute  
Rm. 384, Corning Tower  
Empire State Plaza  
Albany, NY 12237

Dear Mr. Tallon:

**Subject:** Request for applications for *Solicitation Number 08-0007 HIV/STI Prevention and Related Services for Women and Young People.*

On behalf of (*Applicant Organization*), I hereby inform you that we are interested in submitting an application in response to the above named solicitation.

Component A \_\_\_\_\_ Component B \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Signature of CEO or responsible person

\_\_\_\_\_  
Telephone Area Code and Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax Area Code and Number  
(if none, so indicate)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
E-mail Address (if none, so indicate)

**Attachment 3**

**Sample Letter of Commitment from Board of Directors or Equivalent Official**

**HIV/STI Prevention and Related Services for Women and Young People  
RFA # 08 -0007**

Date

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

Dear Mr. Tallon:

The Board of Directors (***or Equivalent Official***) of (***Applicant Organization***) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the solicitation “HIV/STI Prevention and Related Services for Women and Young People.”

The Board (***or Equivalent Official***) is committed to providing the related services and certifies that program staff are qualified, appropriately trained and have sufficient agency resources to effectively implement the program.

**The Board (*or Equivalent Official*) attests as an applicant under Component A that the organization is one of the following eligible organizations:**

- A private, not-for-profit 501(c)(3) community-based organization- including alcohol/substance abuse treatment programs;
- An Article 28 licensed hospital and health care facility, including community health centers;
- An Article 31 licensed mental health provider that delivers outpatient mental health services, including psychological and psychiatric services
- A county or city health departments.

**The Board (*or Equivalent Official*) attests as an applicant under Component B that the organization is one of the following eligible organizations:**

- A private, not-for-profit 501 (c)(3) community-based organization
- An Article 28 licensed hospital and health care facility, including community health centers
- A county/local government unit (e.g. health, youth bureau)
- An academic institution and Board of Cooperative Education Services (BOCES)

Sincerely,

Board Chairperson (***or Equivalent Official***)

APPLICATION CHECKLIST

HIV/STI Prevention and Related Services for Women and Young People  
RFA#08-0007

Applicant Name: \_\_\_\_\_

Please submit one original and six (6) complete copies of your application. Your submission should be arranged in the order listed below:

\_\_\_\_\_ Application Cover Page (Attachment 10)

\_\_\_\_\_ Application Checklist (Attachment 4)

\_\_\_\_\_ Letter of Commitment from Board of Directors or Equivalent Official  
(Attachment 3)

\_\_\_\_\_ Data Sheet for Projected Populations to be Served (Attachment 7)

\_\_\_\_\_ Application Narrative

**Component A**

Program Summary  
Applicant Organization Capacity  
Statement of Need  
Program Design and Activities  
Evaluation  
Applicant Organizational Chart

**Component B**

Program Summary  
Description of Target Community  
Applicant Organization Capacity  
Applicant Organization Experience  
Program Outcomes  
Program Workplan

\_\_\_\_\_ Application Budget (Attachment 12)

\_\_\_\_\_ Description of Youth-Led Community Change (Attachment 11) (Component B only)

\_\_\_\_\_ Vendor Responsibility Questionnaire (if you choose not to complete on-line)  
(Attachment 5)

\_\_\_\_\_ Vendor Responsibility Attestation (Attachment 6)

\_\_\_\_\_ Copy of applicant's most recent Yearly Independent Audit

\_\_\_\_\_ Program Workplan (Attachment 13) (Component B only)

**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>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<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>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<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>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<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
<b>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>	

<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
<b>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.</b>	

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

The undersigned certifies that he/she:

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

Signature of Owner/Officer \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_ Notary Public

## Vendor Responsibility 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.**

## 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: \_\_\_\_\_

**Data Sheet for Projected Populations to be Served**

**HIV/STI Prevention and Related Services for Women and Young People  
RFA#08-0007**

**Applicant Name:** \_\_\_\_\_

**Indicate the demographic characteristics of the people to be served through the proposed program.**

**Race/Ethnicity:**

\_\_\_\_\_ % **White, non-Hispanic**

\_\_\_\_\_ % **Black, non-Hispanic**

\_\_\_\_\_ % **Latino/Hispanic**

\_\_\_\_\_ % **Asian/Pacific Islander**

\_\_\_\_\_ % **American Indian/Alaskan Native**

\_\_\_\_\_ % **Other (specify)**

\_\_\_\_\_ % **Total (should equal 100%)**

**Age Group:**

\_\_\_\_\_ % **0 – 12 years old**

\_\_\_\_\_ % **30 – 50 years old**

\_\_\_\_\_ % **13 – 18 years old**

\_\_\_\_\_ % **50 + years old**

\_\_\_\_\_ % **19 -29 years old**

\_\_\_\_\_ % **Total (should equal 100%)**

**Gender:**

\_\_\_\_\_ % **Female**

\_\_\_\_\_ % **Male**

\_\_\_\_\_ % **Other**

\_\_\_\_\_ % **Total (should equal 100%)**

**ATTACHMENT 8**  
**STANDARD CONTRACT WITH APPENDICES**  
**STATE AND HRI**

# 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: \_\_\_\_\_

## AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between HEALTH RESEARCH, INC., with offices located at One University Place, Rensselaer, NY 12144-3447, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

"Subcontractor Name"

"Subcontractor Address 1"

"City", "State" "Zip Code" hereinafter referred to as the "Contractor"

( a(n) "Organization Type"

### WITNESSETH

**WHEREAS**, HRI has been awarded a grant from the --

"Sponsor Name", hereinafter referred to as the "Project Sponsor"

under grant/contract number "Sponsor Award Number", hereinafter referred to as "Sponsor Reference"; and,

**WHEREAS**, part of the overall project involves the following:

"Contract Title"

**WHEREAS**, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

**Definitions:** Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": "Contract Start Date"

"Contract End Date": "Contract End Date"

"Total Contract Amount": "Total Budget Amount"

"Maximum Reimbursable Amount": "if applic. Max Reimb"

"HRI Project Director": "PI Name"

"Advance Amount": "if applic. Advance Amount"

"Required Voucher Frequency": "Monthly or Quarterly"

"HRI Contract Number": "Contract #"

"Catalog of Federal Domestic Assistance Number": "CFDA #" ("This contract is "Federally/Non-Federally" Funded")

"Budget Flexibility Percentage": "budget flex - percent" "Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less" "Line Item - Budget categories may be increased/decreased by this percentage – within Total Contract Amount"

**Attachments / Exhibits:** The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"

Exhibit B - "Budget"

Exhibit C - Reporting/Vouchering Instructions

Attachment A - "General Conditions for HRI Contracts"

Attachment B - "AIDS Institute Clauses for HRI Contracts"

Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [ ]

Attachment D - "AIDS Institute Policy on Access to and Disclosure of Personal Health Related Information"

Attachment E - "Content of AIDS-Related Written Materials..."

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

**Health Research, Inc.**

"Subcontract Name"

Federal ID: "Fed ID"

\_\_\_\_\_  
Name: Michael J. Nazarko

\_\_\_\_\_  
Name:

Title: Executive Director \_\_\_\_\_

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

**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 and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected health Information that it creates, receives, maintains or transmits on behalf of the covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to

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

- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in a time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### III. Permitted Uses and Disclosures by Business Associate

#### (a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

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

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

## V. Permissible Requests by Covered Program

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

## VI. Term and Termination

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

(b) *Effect of Termination.*

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

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

## VII. Violations

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

VIII. Miscellaneous

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

## ATTACHMENT D

### AIDS INSTITUTE POLICY Access to and Disclosure of Personal Health Related Information

#### **1. Statement of Purpose**

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

#### **2. Definition**

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

#### **3. Access**

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

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

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

#### **4. Disclosure**

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

#### **5. Disposition**

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

#### **6. Confidentiality Protocols**

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

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

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

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

(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 9

### REQUEST FOR APPLICATIONS #08-0007 HIV/STI PREVENTION AND RELATED SERVICES FOR WOMEN AND YOUNG PEOPLE

#### GLOSSARY OF TERMS

**Community engagement** is the process of working collaboratively with and through groups of people affiliated by geographic proximity, special interest, or similar situations to address issues affecting the well-being of those people. It is a powerful vehicle for bringing about environmental and behavioral changes that will improve the health of the community and its members.

**Communities of Color, Populations of Color, People of Color** includes categories of race/ethnicity, other than White-Non-Hispanic, used in the 2000 Census: Black or African-American, Hispanic or Latino, American Indian or Alaska native, native Hawaiian or Other Pacific Islander.

**Comprehensive Sexual Health Education** is a lifelong process of acquiring information and forming attitudes, beliefs, and values. It encompasses sexual development, sexual and reproductive health, interpersonal relationships, affection, intimacy, body image, and gender roles. Comprehensive sexual health education should assist young people in understanding a positive view of sexuality, provide them with information and skills for taking care of their sexual health, and help them make sound decisions now and in the future as they mature into sexually healthy adults. Comprehensive sexual health education should provide medically accurate and age appropriate information to adolescents which includes addressing abstinence, pressures to become prematurely involved in sexual intercourse, and the use of contraception and protection against HIV, sexually transmitted infections and unintended pregnancy.

**Culturally and Linguistically Appropriate Services** refers to providing culturally competent services that clients perceive as relevant to their problems, helpful in achieving the desired outcomes, and comfortable. Culture and language have considerable impact on how clients access and respond to health and human services.

**Evidence based** refers to the use of a program to affect behavior change among program participants, which has been rigorously evaluated to show the same behavior changes in different settings. Programs are considered **evidence-based** if good evidence exists that they have a positive impact on the outcomes that they are designed to change. For example, some sex and HIV education programs are considered evidence-based because their impact on sexual or contraceptive behavior have been carefully measured with experimental designs, and these studies produced strong evidence that the programs actually changed behavior in a desirable direction.

**Evaluation** is the systematic collection and analysis of data needed to make decisions. It involves finding the value or determining the effectiveness and worth of something. Evaluations serve different purposes and call for different strategies at various stages of a program. In the program planning stages, evaluations focus on assessing the extent and severity of problems requiring social intervention and on designing programs to ameliorate identified problems. For ongoing and new programs, evaluations help to determine the degree to which programs are effective, that is, how successful they are in providing their intended priority populations with the resources, services and benefits envisioned by the program designers.

**Intervention** refers to a specific activity (or set of related activities) intended to change the knowledge, attitude and beliefs, behaviors or practices of individuals and populations to reduce their health risk. An intervention has distinct process and outcome objectives and a protocol outlining the steps for implementation.

**Objective** refers to a specific accomplishment to be achieved during a given period. An objective helps attain goals by translating a general purpose into a series of specific manageable steps.

**Optimal sexual health** refers to the support available to adolescents from their community, school, and family to assist them to realize their individual potential around critical developmental tasks related to sexuality. These tasks include: accepting their body, gender identity and sexual orientation; communicating effectively with family, peers and partners; possessing accurate knowledge of human anatomy and physiology; understanding the risks, responsibilities, outcomes and impacts of sexual actions; possessing the skills needed to take action to reduce their risk; knowing how to use and access the health care system and other community institutions to seek information, and services as needed; setting appropriate sexual boundaries; acting responsibly according to their personal values; and forming and maintaining meaningful, healthy relationships.

**Outcome evaluation** is a type of evaluation that measures the effects of an intervention. Typically, the emphasis is on the measurement of desired intended effects, but sometimes the impact on possible negative effects is also measured.

**Positive youth development** is a philosophy that guides communities in the way they organize programs, opportunities, and supports so that young people can develop to their full potential. Communities that adopt a youth development approach emphasize:

- **Positive youth outcomes.** Rather than focusing solely on reducing negative outcomes, communities prepare their young people for adulthood by helping them build the strengths, competencies, and values they need to become healthy and productive adults.
- **Youth Voice.** Youth are active and equitable partners in youth development initiatives. Though it may be necessary and valuable, something that is done *to* or *for* youth is not youth development.
- **Strategies involving all youth,** not just “high-risk” or “gifted” youth. However, the youth development approach does recognize the need to identify and respond

- to specific problems faced by some youth (e.g., substance abuse, involvement in violence, premature parenthood).
- **Community involvement.** All sectors have a role to play in making the community a great place to grow up.
  - **Collaboration.** Community organizations and institutions, youth, and parents work together toward common goals – and sometimes are required to work in new ways.
  - **Long-term commitment.** Communities provide the ongoing, developmentally appropriate support young people need over the first 20 years of their lives.

**Process evaluation** is a type of evaluation that measures the implementation of an intervention. For example, it may assess the extent to which the components and activities of an intervention were actually implemented, the qualities of the implementation, the number of people who participated, and participants' reaction to the intervention.

**Program development** refers to the ongoing, comprehensive planning process used to establish programs supported by a well-thought-out and documented plan of action.

**Reproductive health care services** include comprehensive services for adolescents relating to: prevention and treatment of sexually transmitted infections/ HIV and unintended pregnancy; early diagnosis and treatment for breast and cervical cancer; family planning; management and care of the pregnant adolescent; and appropriate assistance for violence prevention.

**Social marketing** is the planning and implementation of programs designed to bring about social change using concepts and techniques from commercial marketing to achieve specific behavioral goals for a social good.

**Target population** refers to populations that are the focus of HIV/STI prevention efforts because they have high rates of HIV infection and/or STI, and high levels of risk-taking behaviors (i.e., MSM, MSM/IDU, IDU, and Heterosexual).

**Youth leadership** refers to providing the opportunity to young people to permit them to gain the skills and knowledge necessary to lead civic engagement, education reform and community organizing activities.

A **youth-adult partnership** is one in which adults work in full collaboration with young people on issues facing youth and/or on programs and policies affecting youth. Sharing with youth the power to make decisions means adults' respecting and having confidence in young people's judgment. It means adults' recognizing youth's assets, understanding what the youth will bring to the partnership, and being willing to provide additional training and support when youth need it (just as when including other adults in making decisions). Both youth and adults may need to embrace change in order for the partnership to work.

**Application Cover Page  
HIV/STI PREVENTION SERVICES FOR WOMEN AND YOUNG PEOPLE  
RFA #08-0007**

**Component A: HIV/STI Prevention and Related Services for Women**

**Component B: Sexual Health Promotion for Young People Through Youth Leadership and Community Engagement**

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

**Application submitted for (please check):**

**Component A \_\_\_\_\_**

**Component B \_\_\_\_\_**

**Applicant Name:** \_\_\_\_\_

**Applicant's Federal ID #:** \_\_\_\_\_

**Contact Person/Title:** \_\_\_\_\_

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

**Phone # and email address:** \_\_\_\_\_

**Amount Requested:** \$ \_\_\_\_\_

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

**Indicate the region to be served:**

**Bronx \_\_\_\_\_**

**Long Island \_\_\_\_\_**

**Brooklyn \_\_\_\_\_**

**Hudson Valley \_\_\_\_\_**

**Manhattan \_\_\_\_\_**

**Northeastern NY \_\_\_\_\_**

**Queens \_\_\_\_\_**

**Central NY/So. Tier \_\_\_\_\_**

**Staten Island \_\_\_\_\_**

**Finger Lakes \_\_\_\_\_**

**NYC Multi-borough \_\_\_\_\_**

**Western NY \_\_\_\_\_**

**REQUEST FOR APPLICATIONS  
SEXUAL HEALTH PROMOTION FOR YOUNG PEOPLE  
THROUGH YOUTH LEADERSHIP AND COMMUNITY ENGAGEMENT**

**DESCRIPTION OF YOUTH-LED COMMUNITY CHANGE**

**THIS FORM MUST BE COMPLETED BY YOUNG PEOPLE ASSOCIATED  
WITH THE APPLICANT ORGANIZATION**

**Submit one (1) response with your application. Please limit your response to two (2) pages. The form will not count toward application page limits.**

**Name of Applicant:** \_\_\_\_\_

**Names and ages of young people who contributed to the completion of the form:**

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- 1. Identify three (3) specific aspects of your community that need to be changed in order for your community to support and promote optimal sexual health for young people. See the Glossary of Terms in the RFA for a definition of optimal sexual health.**

**Attachment 11**  
**(Page 2 of 2)**

- 2. Describe how young people in your community can play a leadership role in changing each aspect identified above.**

**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.



HIV/STI PREVENTION AND RELATED SERVICES FOR WOMEN AND YOUNG PEOPLE  
COMPONENT B  
SEXUAL HEALTH PROMOTION FOR YOUNG PEOPLE THROUGH  
YOUTH LEADERSHIP AND COMMUNITY ENGAGEMENT

WORKPLAN

Applicant Name: \_\_\_\_\_

OUTCOME	SPECIFIC ACTIVITIES	TIME FRAME TO COMPLETE ACTIVITY	PERSON(S) RESPONSIBLE	METHODS TO MEASURE ACTIVITIES AND EVALUATE OUTCOMES