

RFA #09-0003/FAU # 0911131259

**New York State Department of Health
AIDS Institute
Division of HIV Health Care
Bureau of HIV Ambulatory Care Services
Family and Youth Services Section**

Request for Applications

***LEGAL AND SUPPORTIVE SERVICES FOR INDIVIDUALS AND
FAMILIES LIVING WITH HIV***

Component A:

Legal Services for Individuals and Families Living with HIV

Component B:

Supportive Services for HIV-Affected Families with Dependent Children

KEY DATES

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| RFA Release Date: | March 29, 2010 |
| Questions Due: | April 8, 2010 |
| RFA Updates and Questions & Answers Posted: | April 20, 2010 |
| Letter of Interest Due: | April 26, 2010 |
| Applications Due: | May 13, 2010 |
| Applications Should Be Sent to: | Valerie White Deputy Director, Administration and Data Systems New York State Department of Health AIDS Institute ESP, Corning Tower, Room 478 Albany, New York 12237 |
| Contact Name & Address: | Deborah Hanna New York State Department of Health AIDS Institute Corning Tower, Room 449 Albany, New York 12237 |

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I. INTRODUCTION

The New York State Department of Health (NYSDOH), AIDS Institute (AI), Bureau of HIV Ambulatory Care Services, Family and Youth Services (FAYS) Section announces the availability of state funds to develop and implement legal services for HIV-positive individuals and HIV-affected families with dependent children; and supportive services for HIV-affected families with dependent children. The purpose of the funding is to ensure that a full continuum of both individual and family-oriented legal services is available to assist those affected by HIV in geographic areas of high demonstrated need, as well as supportive services to assist families in planning for the future care and custody of dependent children. Family is defined as the chosen support system of a client. Legal assistance is provided to individuals and families for a wide variety of legal matters including consumer/finance, education, employment, health, housing, income maintenance, individual rights, care and custody plans and other issues such as wills, health care proxies and advance directives.

For the purposes of this Request for Applications (RFA), supportive services for families are defined as a short-term (six to twelve months) intervention to assist families in preparing for and accessing the legal services they need to formalize future care and custody plans for their children and assist new caregivers in adjusting to their responsibilities and stabilizing a newly blended family.

The services to be funded through this RFA will strengthen the comprehensive continuum of HIV prevention, health care and supportive services in place in New York State (NYS).

This RFA contains the following two distinct components:

- **Component A: Legal Services for Individuals and Families Living with HIV**
- **Component B: Supportive Services for HIV-Affected Families with Dependent Children**

A. BACKGROUND/INTENT

HIV and AIDS Epidemic in New York State

New York State (NYS) continues to be the epicenter of the HIV/AIDS epidemic, leading the nation in cumulative number of AIDS cases. As of December 31, 2007, there were 119,929 reported New Yorkers living with HIV and AIDS: 73,889 people living with AIDS and 46,040 living with HIV infection. Compared to the total number of persons living with HIV/AIDS in the United States, NYS has a greater proportion of cases among people of color (77.9% vs. 65.5%). Specifically, in 2007 African Americans/Blacks represented 17.3% (2,979,925) of the State population and 44.7% (52,526) of the State's population living with HIV/AIDS. In 2007, Latinos represented 16.4% (3,115,903) of the State population and 30.5% (36,545) of the State's population living with HIV/AIDS.

In NYS, there have been dramatic changes in the HIV epidemic affecting women, children and their families. NYS residents accounted for 17.6 % of all AIDS cases reported among women in

the United States in 2007. Women accounted for 25.9 % of cumulative AIDS cases reported in NYS through December 2007. The proportion of newly reported AIDS cases among women has more than doubled in New York State during the period of 1986 through 2007, rising from 12% to 32%. While women are an increasing percentage of total HIV/AIDS cases in NYS, it is important to note that there has been a significant decline in the number of HIV-positive women giving birth to HIV-infected infants, from 1,898 in 1990 to 567 in 2007. Of the 567 HIV-exposed births in 2007, eight (1.4%) resulted in HIV transmission from mother-to-child. Prophylaxis to prevent perinatal HIV transmission and the use of highly active combination antiretroviral therapy (HAART) have significantly altered maternal-to-child transmission, as has HAART altered the course of disease for all people living with HIV.

HIV and AIDS Epidemic in New York State: Issues for Individuals and Families

HIV is a disease of individuals and families with multiple needs. Many affected by HIV have histories of poverty, substance use, domestic violence and mental illness. These factors often result in chaotic lifestyles and cause disruptions in living arrangements and instability in social and personal relationships. HIV often affects several generations and extended family members. In addition to immediate health concerns, individuals and families affected by HIV frequently face issues such as unemployment, unstable housing and barriers to accessing entitlements/public benefits. Individuals and families affected by HIV often face isolation due to fear of discrimination or actual discrimination. The stress of coping with a serious illness may lead to depression and other mental health issues.

Legal issues associated with living with HIV can be related to stigma, discrimination and/or a breach in HIV confidentiality, which can result in violation(s) of an individual's civil rights. Individuals living with HIV/AIDS may also require legal assistance in navigating benefit and social entitlement systems to ensure access to needed resources and medical insurance. The impact of discrimination and barriers to accessing benefit and social entitlements may have serious repercussions to the health and welfare of the HIV-positive individual and their family. Interruption in benefits and social entitlements often result in missed medical appointments, lapse in medication regimen and ultimately disrupted treatment adherence. In addition, people living with HIV/AIDS frequently require support and assistance in understanding and developing a health care proxy, advance directive and/or a will. The issues that affect HIV-positive individuals and HIV-positive individuals with children are rooted in the same causal factors; however, the latter have the additional complexity of custodial care and permanency planning for dependent children.

The majority of families affected by HIV often have women as the primary caregivers and women as the head of single headed households. Families must deal with future long term care and/or custody decisions for dependent children. Few parents with HIV/AIDS have taken all of the necessary steps to make their informal care and custody plans legally binding documents that can be used in the event that they are unable to care for themselves or their dependent children. Parents fear that care and custody will be a painful discussion for themselves, their children and the identified caregiver. This discussion is often avoided or inadequately covered. Many parents also lack the resources, both legal and supportive, to move toward making a care and custody plan legally binding.

New caregivers, often grandmothers or other extended family members, face many challenges in assuming parental responsibility for HIV-affected dependent children. Often, new caregivers need support in negotiating complex health care, social service and educational systems to enable them to obtain services needed by the children now in their care. Custody plans may also need to be changed as older caregivers age and/or children age into adolescence and new issues emerge.

History of Legal and Supportive Services Funded by the NYSDOH/AIDS Institute

HIV/AIDS service organizations have been funded to provide legal services by the New York State Department of Health AIDS Institute since the early 1990s. Since January 1995, the NYSDOH AIDS Institute has funded organizations to specifically provide either legal or supportive services to help HIV-affected families and parents living with HIV/AIDS plan for their future care and custody of dependent children. In 1997, services were expanded to include provision of transitional services that addressed the needs of newly blended families. In 2002, the Request for Applications entitled “Supportive and Legal Services for Families in Transition” and “General Legal Services” were released, updating service models to more effectively address the evolving needs of individuals and families affected by HIV. In 2009, this RFA modifies the program models to address the legal needs of both HIV-positive individuals and HIV-affected families, as well as the supportive services needs of families to enable them to develop and formalize legal plans for the future care and custody of dependent children. This latest modification streamlines services and allows legal providers the needed flexibility to serve all HIV-positive individuals regardless of whether they have dependent children.

It is the intent of this RFA that:

- individuals with HIV will receive proactive comprehensive legal assistance tailored to their needs
- parents with HIV will receive tailored and proactive legal assistance for themselves, their dependent children and identified caregivers to ensure appropriate care and custody plans are in place and to promote stability for blended families
- parents with HIV, their dependent children and new caregivers will be supported to cope with the impact of HIV in the family and stabilize the newly blended families.

The AIDS Institute provides HIV-positive individuals supportive case management services through other grant and Medicaid initiatives such as the “Supportive Services for Persons Living with HIV/AIDS” Initiative and COBRA Case Management.

B. EXPECTATIONS OF THE PROGRAMS

Individuals with HIV, parents with HIV and HIV-affected families often face an array of issues that promote instability in their lives and act as barriers for their receiving needed care and services. Funded applicants will provide either legal services to help stabilize these individuals and families by reducing barriers to care and services or provide short-term supportive services to assist families in planning for the future care and custody of dependent children and stabilize newly formed family constellations.

Applications submitted in response to this solicitation should demonstrate the applicant's ability to design and implement effective HIV programs, provide and arrange for the adequate training and support of staff, establish and maintain linkages for services not available onsite, collect and analyze data, and utilize evaluation to modify and enhance the delivery of program services. In addition, successful applicants will have relevant experience and be able to demonstrate their success in serving the target population(s) with culturally competent and age, gender, developmentally and linguistically appropriate programs.

C. AVAILABLE FUNDING, REGIONAL DISTRIBUTION OF ANTICIPATED AWARDS

Up to **\$2,547,075** in state funding is currently available to support the two components of this RFA. Funds under this solicitation are intended to supplement, enhance and expand, but not supplant, existing resources and services.

These funds are existing monies that are being re-solicited through the *Families in Transition* and *General Legal Services Initiatives*. Agencies currently funded by the AIDS Institute for provision of services through the Families in Transition or General Legal Services Initiatives must apply and successfully compete for continuation of their program funding.

Agencies may not submit more than one application for Component A and one application for Component B. Agencies may apply for funding for each component; however, separate applications must be submitted for each. Please note that each component has a specific set of criteria and program requirements. Applicants are advised to carefully read the component description for which they are applying and fully comply with that component's requirements.

Applicants are requested to select one primary region of service on the cover page of the application from the list of regions as identified in this RFA. The primary region of service for the application should be based on the location where the largest number of clients is served. This does not preclude an applicant from proposing to serve one or more counties outside a defined service region. The application should include a description of all locations where services will be provided. Applicants will be rated on their ability to serve the widest range of clients in the applicant's service area and their description of the geographic area for the region/borough they are applying for, including its high prevalence sections and the availability of HIV/AIDS legal/supportive services.

Component A: Legal Services for Individuals and Families Living with HIV

Up to \$1,422,075 in NYS funding is available to support successful applicants for Component A. Funding will be allocated as stated in the chart below. Applicants under this component can apply for an award of up to \$158,000.

Individual award amounts will vary depending on the magnitude of the geographic area to be served (i.e., multi-borough or multi-county), comprehensiveness of the services to be provided, proposed number of individuals/families to be served, intensity of activities to be conducted, agency capacity and availability of similar HIV resources in the geographic area to be served.

Applications for legal services centered on a single legal issue will NOT be accepted. Funded programs must directly provide legal services for both individuals and families.

Legal Services for Individuals and Families Living with HIV

| Region | Number of Awards |
|--|-------------------------|
| New York City (Boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island) | 3-8 |
| Long Island (Nassau and Suffolk counties) | 1 |
| Hudson Valley (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties) | 1 |
| Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties) | 1 |
| Central New York (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins counties) | 1 |
| Finger Lakes (Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne and Yates counties) | 1 |
| Western New York (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties) | 1 |

The number of anticipated awards per region will provide coverage of the funded services within available resources. 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. If there are an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI reserve the right to take one or more of the following actions:

- Fund an application scoring in the marginal range (60-69) from that region; OR
- Apply funding to New York City

NYS/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

Component B: Supportive Services for HIV-Affected Families with Dependent Children

Up to \$1,125,000 in NYS funding is available to support successful applicants for Component B. Funding will be allocated as stated in the chart below. Applicants under this component can apply for an award of up to \$125,000.

Supportive Services for HIV-Affected Families with Dependent Children

| Region | Number of Awards |
|--|-------------------------|
| New York City (Boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island) | 3-8 |
| Long Island (Nassau and Suffolk counties) | 1 |
| Hudson Valley (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties) | 1 |
| Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties) | 1 |
| Central New York (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins counties) | 1 |
| Finger Lakes (Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne and Yates counties) | 1 |
| Western New York (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties) | 1 |

The number of anticipated awards per region will provide coverage of the funded services within available resources. 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. If there are an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI reserve the right to take one or more of the following actions:

- Fund an application scoring in the marginal range (60-69) from that region; OR
- Apply funding to New York City; OR
- Shift funding to Component A.

NYS/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

II. WHO MAY APPLY

A. APPLICANT ELIGIBILITY REQUIREMENTS

There are two components of this RFA. Eligibility requirements vary by component. *If applying for both components, the applicant must meet the eligibility requirements for each component.*

Component A: Legal Services for Individuals and Families Living with HIV

Applicants must meet all of the following eligibility requirements:

- be a not-for-profit 501 c (3) community-based organization that currently provides comprehensive legal services to the target population **or** not-for-profit academic institution that provides legal services through a law school clinic to the target population
- demonstrate experience in serving racial/ethnic minority communities
- demonstrate experience in providing legal services to HIV-positive individuals and HIV-affected families with dependent children
- propose to serve both HIV-positive individuals and HIV-affected families with dependent children.

Component B: Supportive Services for HIV-Affected Families with Dependent Children

Applicants must meet all of the following eligibility requirements:

- be a not-for-profit 501 c (3) community-based health and human service organization or voluntary child care agency
- demonstrate experience in serving racial/ethnic minority communities
- demonstrate experience in providing supportive services to HIV-affected families with dependent children.

B. PREFERENCE FACTORS

Consistent with the demographic profile of the HIV epidemic in NYS, identified consumer needs, and the effective delivery of interventions, **preference for both components will be given to applications that demonstrate:**

- effective strategies for reaching communities of color
- innovative models of service delivery that address the needs of HIV-positive individuals and HIV-affected families with dependent children
- organizational capacity to serve a large number of the target population(s)
- two years of agency experience in the effective administrative, fiscal and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.

Preference will also be given to applicants who propose the provision of services that are accessible and located in a convenient setting for consumers; specifically, both legal and supportive services are co-located at the legal agency and/or supportive services agency.

In addition, if applying for Component A, preference will be given to applicants who:

- demonstrate collaborative legal networks that expand existing capacity and increase the quality and/or quantity of legal services provided through the use of pro-bono attorney networks, legal clinics or law school clinics.

If applying for the NYC region, for both Components A and B, preference will be given to applicants who:

- apply to provide services in multiple boroughs in New York City and have locations for service capacity in two or more boroughs, or
- apply to provide services in a single borough in New York City and propose to serve the entire borough.

III. SCOPE OF SERVICES

A. COMPONENT A: LEGAL SERVICES FOR INDIVIDUALS AND FAMILIES LIVING WITH HIV

1. OVERVIEW

Legal services applicants should be experienced in provision of counsel and/or representation in matters such as public benefit programs, confidentiality and medical privacy laws, statutory protections for the rights of the disabled, housing-related needs, debt resolution and the many other diverse legal issues that arise for persons living with HIV/AIDS. Furthermore, the provision of legal services requires an understanding of HIV/AIDS specific public benefit programs, medical issues, confidentiality laws as they relate to alcohol and substance treatment laws, Article 27F of the Public Health Law and HIPAA (Health Insurance Portability and Accountability Act). Providers also need to be experienced with the many aspects of family law that impact families with dependent children. Legal assistance or representation is often needed to enable people with HIV/AIDS to overcome barriers to care or services, maintain benefits or services, or assert legal rights.

2. POPULATIONS TO BE SERVED

The populations to be served include:

- individuals living with HIV/AIDS
- parents living with HIV/AIDS who also have custody of dependent children
- guardians/caregivers of dependent HIV-infected and affected children
- HIV-infected/affected dependent children at risk of being orphaned due to HIV/AIDS.

Please complete **Attachment 1 (Projected Population(s)/Caseload Form)** to indicate the population(s) you are projecting to serve.

3. PROGRAM SERVICES

Applications should be designed to provide comprehensive individual and family legal services. *Applications that center on a single legal issue will not be funded.* The following services will be expected from successful applicants:

- comprehensive legal services, including legal counsel and advice in such matters as discrimination, domestic violence, entitlements, housing, health care, consumer finance, education, etc.
- client education about legal issues and available services as part of the resolution of a legal problem
- preparation of wills, health care proxies and living wills
- family legal services focusing on future care and custody, guardianship, standby guardianship, adoption and foster care for dependent children
- provision of education to HIV-affected individuals and families, and to case management and community-based health and human service providers about legal issues/services to support and stabilize individuals and families.
- collaborative working relationships, documented in a memorandum of understanding or a letter of agreement, with at least one supportive services agency (as detailed in Component B of this RFA) and case management provider to address the issues that may impede individuals and families from completing legal plans.

4. PROGRAM STAFFING AND STRUCTURE

All funded legal programs should include an attorney with experience in family law and working with families, as well as experience with HIV-related legal issues. If applicable, a description should be provided of the process for legal casework managed through subcontract and pro-bono relationships. In addition:

- the staffing structure may include a paralegal that will work with the attorney to assist individuals and families in understanding the legal process and the legal options
- all funded agencies should identify and develop linkage agreements with agencies that will be the source for outgoing referrals for health and human services, social services, mental health services and other services needed by individuals and families living with HIV
- each proposed legal program should consider the needs of their community and the resources available through this and other funding sources to determine appropriate staffing models.

5. OTHER REQUIREMENTS

Successful applicants will:

- implement quality improvement activities as described in **Attachment 2 (AIDS Institute/Bureau of HIV Ambulatory Care Services, HIV Quality Improvement Standards)**
- participate in local planning groups such as their area Ryan White HIV Care Network
- demonstrate strong bi-directional linkages for service referral and coordination with HIV/AIDS community-based organizations with specialized health care and case

management programs serving HIV-positive individuals and HIV-affected families with dependent children

- identify and develop linkages with agencies that will be the source for outgoing referrals to meet other service needs for the individuals and families
- use the AIDS Institute Reporting System (AIRS) for program reporting of unduplicated client level data, including demographics of all family collaterals, in accordance with AIDS Institute reporting requirements for this Initiative. The AIDS Institute provides and supports the AIRS software to enable providers to meet these requirements; details on this software product can be obtained by accessing the Internet address, www.airсны.org or by calling (518) 402-6790 and requesting a user's manual.

B. COMPONENT B: SUPPORTIVE SERVICES FOR HIV-AFFECTED FAMILIES WITH DEPENDENT CHILDREN

1. OVERVIEW

Supportive services are intended to help families make care and custody decisions and enable the completion of necessary legal documents for the dependent children, address transition issues faced by new caregivers and children, and stabilize the newly blended family following the death of an HIV-positive parent. Supportive services, as funded in this RFA, are not mental health services as defined by clinical practitioner guidelines. In addition, the short-term supportive services funded with this RFA may serve as a gateway to access other services for the family, such as mental health, case management and ongoing long-term supportive services.

The AIDS Institute provides HIV-positive individuals, including parents with dependent children, *long-term* supportive and case management services through other grant and Medicaid initiatives such as “Supportive Services for Persons Living with HIV/AIDS”, COBRA and Case Management.

2. POPULATIONS TO BE SERVED

The populations to be served include:

- parents living with HIV/AIDS who have custody of dependent children
- guardians/caregivers of dependent HIV-infected and affected children
- HIV-positive/affected dependent children at risk of being orphaned due to HIV/AIDS.

Please complete **Attachment 1 (Projected Population(s)/Caseload Form)** to indicate the population(s) you are projecting to serve.

3. PROGRAM SERVICES

Applications should be designed to provide short-term (six to twelve months) supportive services to HIV-positive parents, their dependent children and identified caregivers. As noted earlier, supportive services funded via this RFA are not mental health services as defined by clinical practitioner guidelines. The following services will be expected to be provided by successful applicants:

- short-term (six to twelve months) services provided by qualified staff to help families make decisions for the future care and custody plans
- provision of permanency planning services that include working with HIV-positive parents to identify appropriate caregivers for their dependent children
- assistance regarding disclosure of HIV status
- grief and bereavement services
- transitional services to stabilize newly blended families following parents' incapacitation or death
- assessment of longer-term supportive services needs and referral to an appropriate provider(s) for provision of those services
- provision of education on grant-funded supportive services for legal related needs for HIV-affected families, and to case management and community-based health and human service providers.
- collaborative working relationship, documented in a memorandum of understanding or a letter of agreement, with at least one legal services provider (as detailed in Component A of this RFA) for comprehensive legal services needed by the HIV-affected families with dependent children.

4. PROGRAM STAFFING AND STRUCTURE

All funded supportive services programs should have appropriately trained staff to carry out the proposed services including:

- supportive services counseling provided by a qualified trained staff person e.g., Master in Social Work, Psychology, or Counseling
- additional supportive services staff, with appropriate degrees or qualifications and expertise serving families with children, may provide direct client services under the supervision of a professional with a Masters in Social Work, Psychology or Counseling.

In addition, all funded programs should identify and develop linkage agreements with agencies that will be the source for outgoing referrals for medical care, social services, mental health, case management and other services needed by HIV-affected families with dependent children.

5. OTHER REQUIREMENTS

Successful applicants will:

- implement quality improvement activities as identified in **Attachment 2 (HIV Quality Improvement Standards)**
- participate in local planning groups such as their area Ryan White HIV Care Network
- demonstrate strong bi-directional linkages for service referral and coordination with HIV/AIDS community-based organizations with specialized health care and case management programs serving HIV-positive parents and their family members
- identify and develop linkages with agencies that will be the source for outgoing referrals to meet other service needs for the HIV-affected families with dependent children
- demonstrate capability for case conferencing between legal and supportive services staff as part of preparing the family for finalizing care and/or custody plans

- use the AIDS Institute Reporting System (AIRS) for program reporting of unduplicated client level data, including demographics of all family collaterals, in accordance with AIDS Institute reporting requirements for this Initiative. The AIDS Institute provides and supports the AIRS software to enable providers to meet those requirements; details on this software product can be obtained by accessing the Internet address, www.airсны.org or by calling (518) 402-6790 and requesting a user's manual.

IV. ADMINISTRATIVE REQUIREMENTS

A. ISSUING AGENCY

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

B. QUESTION AND ANSWER PHASE

- All **substantive (content or conceptual)** questions **for both components** must be in writing and submitted to LS2009RFA@health.state.ny.us or mailed to the contact listed below.

Deborah Hanna
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 449
Albany, New York 12237

Where possible, each inquiry should cite the page, section and paragraph of the RFA to which it refers. **Written questions must be received by either mail or email by 5:00 p.m. on the date posted on the cover of this RFA.**

Questions of a **technical** nature can be addressed in writing to LS2009RFA@health.state.ny.us or via telephone by calling Cathy Andersen at (518) 473-3435. Technical questions can also be mailed to:

Cathy Andersen
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 449
Albany, New York 12237

Technical questions are limited to how to prepare an application, such as obtaining forms, formatting the application (font size, margins, number of pages, etc.) or where to send/deliver the application. Technical questions do not relate to the substance/content of the application.

This RFA has been posted on the Department of Health's public website at: <http://www.nyhealth.gov/funding/>. Questions and answers, updates and/or modifications, will be posted on the Department of Health's website. All such updates will be posted on or before the date listed on the cover of this RFA.

C. LETTER OF INTEREST TO APPLY

NYSDOH encourages, but does not require, prospective applicants to submit a Letter of Interest to Apply. Please see **Attachment 3 (Letter of Interest to Apply)** for a sample Letter of Interest. **If you are submitting a Letter of Interest to Apply, please do so by the date listed on the cover of this RFA to:**

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

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

D. APPLICANT CONFERENCE

An applicant conference will ***not*** be held for this project.

E. HOW TO FILE AN APPLICATION

Applications must be received at the following address by 5:00 P.M. on the date posted on the cover sheet of this RFA. Late applications WILL NOT be accepted*. Applications via fax or email WILL NOT be accepted. Applications must be submitted to:

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

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

Applicants shall submit *one (1) original, signed, unbound application and six (6) complete copies, with all attachments.* The original application should be clearly identified and bear the original signature of the Executive Director or Chief Executive Officer of the organization submitting the application or his/her designee indicating his or her commitment to the proposed project. Please see **Attachment 4 for a sample Letter of Commitment** from the Executive Director or Chief Executive Officer and **Attachment 5 for a sample Letter of Commitment**

from Board of Directors). Applications should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applicants also should complete **Attachment 6 (Application Cover Page).**

Applicants should pay special attention to **Attachment 7 (Application Checklist),** to ensure that the application package contains all required documents and signatures. Applicants should review this attachment before writing, and prior to submitting, the application.

Applicants applying for both components must submit a separate application package for each component. Each application should meet all RFA requirements and include all attachments.

F. THE DEPARTMENT RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarification and revision of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Awards grants based on geographic or regional considerations to serve the best interests of the state.

G. TERM OF CONTRACT

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

It is expected that contracts resulting from this RFA will be for 12-month terms. The anticipated start date of contracts is October 1, 2010. Awards may be renewed for up to four (4) additional annual contract periods, based upon satisfactory performance and the availability of funds.

Please note: The Payment Methods and Reporting Requirements (Section IV.H.), requested budget format (Section V.A.6.) and Contract Language Attachment 8 (Standard State Contract with Appendices) included in this RFA were designed for cost-based contracting. The AIDS Institute is currently developing systems that will allow for the implementation of performance-based contracts. It is the AIDS Institute's intent to transition to performance-based contracts for this initiative by 2011. As such, payment and reporting requirements, budgets and contract language may be renegotiated during the second and subsequent annual renewal processes.

H. PAYMENT METHODS AND REPORTING REQUIREMENTS

1. The Department may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 25%.
2. The grant contractor will be required to submit monthly vouchers and required reports of expenditures to the State's designated payment office:

**Family and Youth Services Section
Bureau of HIV Ambulatory Care Services
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 449
Albany, New York 12237**

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's

electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: **monthly vouchers**.

3. The grant contractor will be required to submit the following periodic reports:
 - quarterly narrative reports of program activities
 - monthly submission of an extract and an aggregate report from the AIDS Institute Reporting System (AIRS) containing all data as specified by the AIDS Institute.

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

I. VENDOR RESPONSIBILITY QUESTIONNAIRE

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required **Vendor Responsibility Questionnaire** online via the New York State VendRep System or may choose to complete and submit a paper questionnaire, provided in **Attachment 9 (Vendor Responsibility Questionnaire and Instructions for Completing the Vendor Responsibility Questionnaire)** .

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

In addition to the on-line or paper submission of the **Vendor Responsibility Questionnaire**, vendors should also complete and submit the **Attachment 10 (Vendor Responsibility Attestation)** with their application.

J. GENERAL SPECIFICATIONS

1. By signing a “**Letter of Commitment**” by the Executive Director or Chief Executive Officer or their designee (**Attachment 4, Sample Letter of Commitment**), each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the **Question and Answer Phase (Section IV. B.)** must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, 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.

K. APPENDICES INCLUDED IN NEW YORK STATE CONTRACTS

The following will be incorporated as appendices into any contract(s) resulting from this Request for Applications **Attachment 8 (Standard State Contract with Appendices)**.

| | |
|---------------------|---|
| APPENDIX A | Standard Clauses for New York State Contracts |
| APPENDIX A-1 | Agency Specific Clauses |
| APPENDIX A-2 | Standard Clauses for All AIDS Institute Contracts |
| APPENDIX B | Budget |
| APPENDIX C | Payment and Reporting Schedule |
| APPENDIX D | Workplan |
| APPENDIX E | Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by |

the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **CE-200** – Certification of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self Insurance.

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

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

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

APPENDIX G Notifications

V. COMPLETING THE APPLICATION

A. APPLICATION CONTENT AND FORMAT

Applicants should conform to the format described below. Applications should not exceed fifteen (15) double-spaced pages, using a 12-pitch type font with one-inch margins on all sides. Pages should be numbered consecutively, including all attachments. The program summary, budget and budget justification, and all attachments are *not included* in the fifteen page limitation. *Failure to follow these guidelines will result in a deduction of up to five (5) points.*

Please respond to each of the following statements and questions. Your responses comprise your application. *Number/letter your narrative to correspond to each statement and question in the order presented below.* Be specific and complete in your response. Indicate if the statement or question is not relevant to your agency or proposal. The value assigned to each section is an indication of the relative weight that will be given to that section when your application is scored. Please refer to the RFA section, “**III. Scope of Services**”, for a description of the specific component you are applying for.

Attachment 7 (Application Checklist) has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application. *In assembling your application, please follow the outline provided in the Application Checklist.*

1. Program Summary

Up to 1 Page

Maximum Score: Not Scored

Summarize the proposed program in one single-spaced page. Note: This page is not counted in the total page count for the application narrative.

Summarize your proposed program and objectives to meet the specific goals of this RFA. Briefly describe the:

- a) program design
- b) target population(s) and numbers to be served
- c) services and interventions to be provided onsite and by referral
- d) geographic areas/regions to be served
- e) anticipated outcomes.

If proposing to serve clients at multiple sites, describe the multiple sites to be served.

2. Statement of Need

Up to 2 Pages

Maximum Score: 5 points

- a) Describe the target population as well as the geographic area to be served, and justify the selection of both. Describe the target population's language(s), socio-economic status, and other factors that should be considered in providing services to the target population.
- b) Describe how you determined the need for the services proposed in the application (including identified service gaps and barriers). Include both qualitative and quantitative statistics to substantiate the rationale.
- c) Describe the geographic area to be served by your proposed project, including its high prevalence sections. Describe how your organization is well placed within this geographic area to serve the target population.
- d) Identify and briefly describe other programs in the same geographic area(s), if any, that provide similar services and how the proposed program will enhance, not duplicate services.
- e) Describe how consumers were involved in the application process to identify the needs and proposed services.

3. Organizational Experience and Capacity

Up to 3 Pages

Maximum Score: 20 points

- a) Describe your agency, its mission, services provided, locations where services are provided and any applicable licenses relevant to your proposed project. Highlight all HIV-related services currently provided. **Preference will be given to applicants that demonstrate organizational capacity to serve a large number of the target population(s).** Complete **Attachment 11 (Agency Site Location(s) and Hours of Operation)**.
- b) Describe the population(s) currently served by the agency including: age, gender, race, socioeconomic status, immigration status, insurance status, risk behavior, HIV prevalence and other significant characteristics as appropriate.
- c) Describe your agency's success in providing services and implementing new programs and interventions to the target population(s). Identify and describe the type and quantity of all HIV-related services and activities, length of time services have been in operation and number and characteristics of people receiving these services.
- d) Describe your agency's organizational structure including: administrative and executive support for program implementation, fiscal management, grants management and information systems technology, including electronic data collection.
- e) **Describe your experience in the effective oversight of administrative, fiscal and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports. Preference will be given to applicants that demonstrate two years of such experience.** Complete **Attachment 12 (Funding History for HIV Services)** including information for the past three years.
- f) Describe the racial/ethnic composition of the board (not required for academic institutions) and staff (management and program). If applicable, complete **Attachment 13 (Board of Directors Information Form)**.
- g) Describe how the proposed program will be integrated with other programs and services

within the agency. Attach an organizational chart showing how your proposed services/program will be integrated into your existing service delivery plan. (*The organizational chart does not count against the page limit.*) The organizational chart should clearly indicate the relationship of staff to each other, including the management and supervisory structure for the proposed program.

- h) Describe your agency's experience in working collaboratively with other agencies providing services to the target population(s). Describe your agency's participation in Ryan White Care Network(s), task forces, coalitions and other planning bodies, including the agency's roles and activities. Emphasize those with a focus on HIV-positive individuals and/or HIV-positive parents, their dependent children and caregivers.

4. Program Design

Up to 4 Pages

Maximum Score: 20 points

- a) Describe the design and structure of the proposed program/services. **Preference will be given to applicants that describe: effective strategies used for reaching communities of color and innovative models of service delivery that address the needs of HIV positive individuals and HIV-affected families with dependent children. In addition, for Component A only, preference will be given to applicants that demonstrate collaborative legal networks that expand existing capacity and increase the quality and/or quantity of legal services provided through the use of pro-bono attorney networks, legal clinics or law school clinics.** Include a timeline of projected implementation dates for the first year of the proposed program. Complete **Attachment 14 (Service Grid/Program Timeline)**, indicating the timeline of program implementation dates for the first year of the proposed project.
- b) Describe the client enrollment process. Describe how clients and/or their families will be assessed for service needs at intake, including services to be provided by the applicant and by referral. Describe the process for reassessing client needs after the initial intake.
- c) Describe case closure and/or the client closure process and client eligibility for re-enrollment in services. Using **Attachment 1 (Projected Population(s)/Caseload Form)**, summarize:
 - i) **if a Component A applicant**, the total number of projected individual clients and clients in families with dependent children to be served, as well as the percentages of clients in various racial/ethnic groups, age ranges and genders. Also project the number of legal cases to be provided in the first year.
 - ii) **if a Component B applicant**, the total number of projected clients in families with dependent children to be served, as well as the percentages of clients in various racial/ethnic groups, age ranges and genders. Also project the number of supportive services encounters to be provided in the first year.
- d) Describe how the agency will provide services that are culturally competent, and linguistically, age, gender and developmentally appropriate.
- e) Complete **Attachment 15 (Agency Capacity and Staffing Information)**. Describe the proposed staffing for the program, their qualifications and expertise, and if they are existing staff. This chart identifies and describes the staff responsible for Program Development/Management, Administrative/Fiscal Management, Information Technology and Program Quality Improvement/Evaluation, as well as the other staffing, for the proposed program. Attach resumes of key program staff.

5. Program Outreach and Collaboration

Up to 4 Pages

Maximum Score: 20 points

- a) Describe how you will identify, engage and retain prospective clients in services. Include specific methods that will be used to conduct outreach to make potential clients and referring agencies aware of the proposed services. Discuss anticipated challenges and how they will be addressed.
- b) Describe how service collaboration and coordination, including case conferencing, will occur between legal and supportive services programs. Attach a memorandum of understanding or letter of agreement that will become effective if your application is funded:
 - i) **if a Component A applicant**, between the applicant legal agency and a community-based supportive services agency providing needed short-term supportive services to the families with dependent children in this program.
 - ii) **if a Component B applicant**, between the applicant supportive services agency and a legal agency providing needed legal interventions to the families served by this program.

Preference will be given to applicants that demonstrate the provision of services that are accessible and located in a convenient setting for consumers. Specifically, cite if both legal and supportive services will be co-located at the legal agency and/or at the supportive services agency.

- c) Describe how your program will provide appropriate coordination among other types of providers for services not provided onsite by your agency to ensure access to the full continuum of care and services needed by clients. Cite bi-directional linkages for service referral and coordination with HIV/AIDS community-based organizations with specialized health care, case management and mental health programs serving HIV-positive individuals and families. Attach linkage agreements, demonstrating bi-directional linkages for services needed by the targeted population(s) not provided by the applicant agency.
- d) In addition:

For Component A applicants, describe how your agency will provide service information and education to consumers and health and human services providers on potential legal issues faced by HIV-positive individuals and HIV-affected families with dependent children and available services.

For Component B applicants, describe how your agency will provide service information through targeted outreach to consumers and community networks.

6. Evaluation and Quality Improvement

Up to 2 Pages

Maximum Score: 15 points

- a) Describe your agency's overall plan for monitoring the effectiveness of each service/activity; provide specific indicators and measures that will be used to determine whether services are meeting the needs of clients and the goals of the project. Indicate how often each service/activity will be evaluated.
- b) Describe how you will develop a Continuous Quality Improvement (CQI) program for the proposed project and how changes will be implemented in the project as needed.

- c) Describe how consumers will be involved in the design, implementation, ongoing evaluation and improvement of the proposed program. Describe the methods that will be used to determine client satisfaction.
- d) Indicate all staff, including their credentials and experience, who will be responsible for evaluation and quality management/improvement of the proposed program.
- e) Describe your agency's capacity for collecting and reporting client-level data through computer-based applications.
- f) Describe staff, including qualifications, who will support the proposed program with data management activities, including: data collection and input, producing reports, generating extracts for electronic data reporting, providing technical support, and overseeing data confidentiality, security and quality control. Applicants should include the cost of data reporting, personnel and hardware, in their proposed budget, or should demonstrate existing capacity to collect and report all required data using AIRS.
- g) On **Attachment 16, Implementation of AIDS Institute Reporting System (AIRS)**, describe how you propose to implement AIRS. If you are currently using the system, describe your current implementation strategy. Include staff positions, roles and responsibilities for activities including, but not limited to: system administration, data entry, quality control and AIDS Institute reporting. Provide a description of the physical infrastructure used to implement the system which includes the following: network versus stand-alone set-up; if networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system; if stand-alone, include desktop specifications. Your description must also fully describe how data will flow from point of service delivery to entry into AIRS.

7. Budget and Justification

Maximum Score: 20 points

The budget pages and justification are not included in the application page limit.

- a) Complete all attached budget forms. **Assume a twelve (12) month budget.** Complete **Attachment 17 (Budget Forms and Instructions)**.
- b) Grant awards for successful applicants will range from \$120,000 to \$180,000 for Component A (legal services) and \$110,000 to \$140,000 for Component B (supportive services). Do not exceed the maximum amount for the specific component for which you are applying.
- c) All costs must directly relate to the provision of this RFA and be consistent with the scope of services, reasonable and cost effective. Provide a brief narrative justification for each item. List all proposed staffing for the project in the budget. Specify the source of financial support for each staff item. Include in the **Budget Justification** staff responsibilities in carrying out the proposed activities, and how in-kind personal and non-personal services provide support to the proposed program. For all existing staff, the **Budget Justification** must delineate how the percentage of time devoted to this Initiative has been determined.

Allowable costs are those specifically incurred for the implementation of the proposed program through the provision of new or expanded services. ***This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities. Funds may be used to continue Families in Transition and General Legal Services Initiative***

programs currently funded by the AIDS Institute. However, this RFA requires that both individuals and families be served in Component A.

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

- d) Funding may be requested under the administrative cost line to support a portion of the agency's overall organizational structure to the extent that it allows a funded applicant to implement program activities. This includes funding for administrative and fiscal staff, supervisors and support personnel and other than personal service costs such as a share of space, supplies, telephone, and other expenses indirectly associated with program implementation and service delivery. *Administrative costs may not exceed 10% of the total direct costs.*

Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or for remodeling or modification of structure.

- e) Attach a copy of the agency's most recent Yearly Independent Audit.

8. Required Attachments to the Application

The following attachments should be submitted with your application in the sequence given below. The attachments are not counted towards the application's overall page limitations:

- Application Cover Page (Attachment 6)
- Application Checklist (Attachment 7)
- Letter of Commitment from the Executive Director or CEO (Attachment 4)
- Letter of Commitment from the Board of Directors (Attachment 5, if applicable)
- Budget Forms and Justification (Attachment 17)
- Projected Population(s)/Caseload Form (Attachment 1)
- Service Grid/Program Timeline (Attachment 14)
- Agency Capacity and Staffing Information (Attachment 15)
- Agency Site Location(s) and Hours of Operations (Attachment 11)
- Organizational Chart
- Funding History for HIV Services (Attachment 12)
- Implementation of AIDS Institute Reporting System (AIRS) (Attachment 16)
- Memorandum Understanding or Letter of Agreement (If a Component A applicant, with a supportive services agency. If a Component B applicant, with a legal services provider.)
- Bi-directional Service Agreements (if applicable)
- Board of Directors Information Form (Attachment 13, if applicable)
- Resumes of Key Program Staff

- Vendor Responsibility Questionnaire (Attachment 9) (If you choose not to complete on-line)
- Vendor Responsibility Attestation (Attachment 10)
- Most recent Yearly Independent Audit

VI. REVIEW AND AWARD PROCESS

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

In addition to applicant responses to the above statements and questions, reviewers will also consider the following factors:

- overall merit of the application
- clarity of the application
- responsiveness to the Request for Applications
- demonstration of need for proposed services
- availability of similar services/resources in the applicant's service area
- geographic coverage
- agency capacity and experience to provide the proposed services
- the agency's access to the target population(s)
- the comprehensiveness of the program design
- relative intensity of the activities/services to be provided
- the appropriateness of the evaluation strategy
- relevance and justification for costs included in the budget
- the applicant's experience in the effective oversight of administrative, fiscal and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports
- the funding and performance history of the agency or program with the AIDS Institute and other funding sources for providing similar and related services for which the agency is applying.

For **both components**, awards will be made to the highest scoring applicants for each component. With respect to the maximum award amounts per component, anticipated ranges of individual awards and regional coverage considerations are outlined in Section I., C. of the RFA. 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 up to the maximum number of awards for any region.

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

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

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

Following the awarding of grants from this RFA, applicants not funded may request a debriefing from the NYSDOH AIDS Institute. This debriefing will be limited to positive and negative aspects of the subject application only and must occur within three months from the date of the awards announcement. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us. In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

VII. SERVICE DEFINITIONS

AIDS Institute Reporting System (AIRS)

To accurately report contract deliverables and other relevant data through the AIRS, adequate resources, policies, procedures and systems must be in place. These systems include:

- system administration
- staff training
- data collection and input
- report and extract generation
- timely submission of reports
- security and confidentiality
- quality control
- technical support.

Bereavement Services

Serious losses, such as a debilitating illness and/or death of loved ones, usually create painful emotions, anxiety and deep sadness that may be difficult to deal with. While bereavement is often presented as a staged experience, people's responses to loss and their needs are highly individualized. Bereavement services are those supports and interventions, unique to an individual and/or family, to assist them in coping with loss.

Consumer Participation

Consumers participate in the design, development, evaluation and ongoing improvement of the program through consumer advisory groups, focus groups and other opportunities.

Continuous Quality Improvement (CQI)

CQI is a formal, structured approach to evaluating program performance by measuring an agency's success in meeting its qualitative and quantitative objectives. CQI includes a systematic approach for ongoing data collection, evaluation for setting program priorities, planning program changes, and monitoring and sustaining ongoing improvement. All HIV-related programs must develop and maintain CQI programs that meet the standards outlined in **Attachment 2 (AIDS Institute/Bureau of HIV Ambulatory Care Services, Quality Improvement Standards)**.

Family Legal Services

For the purposes of this solicitation, family legal services are comprehensive legal services providing:

- future care and custody including: guardianship, stand-by guardianship, foster care and adoption for dependent children
- preparation of wills and living wills
- designation of health care proxies
- legal counsel, advice and/or representation in matters such as discrimination, entitlements, housing, bankruptcy, immigration, etc.
- legal counsel, advice and/or representation in matters pertaining to family law, such as domestic violence, child support, child visitation, child's right to special education, etc.

Funded providers will be expected to work with a supportive services provider(s) to assist client readiness for care and custody services, as well as make other needed referrals. To facilitate family stabilization, family legal services providers will be expected to conduct presentations to case management and community-based health and human services providers to help them assess their clients'/families' legal needs and make appropriate, timely referrals for needed legal services. They will also be expected to provide education to HIV-affected families about legal issues and available services.

Family Transitional Services

In the context of this solicitation, transitional services represent activities and services designed to develop and enhance the connection between and among families and their newly blended members. More than identifying the new caregivers, agencies providing transitional services must also assist families to build capacity and blend together a supportive environment for the healthy growth and development of dependent children of HIV-positive parents/guardians. Transitional services are structured, age-appropriate interventions with therapeutic value to enable identified caregivers and children to bond as a family. Ideally, these services begin prior to the actual transition to the new family unit.

General Legal Services

For the purposes of this solicitation, general legal services are comprehensive legal services providing:

- preparation of wills and living wills
- designation of health care proxies
- provision of legal counsel, advice and/or representation in such matters as discrimination, domestic violence, bankruptcy, entitlements, housing, immigration, etc.

To help stabilize individuals living with HIV, funded general legal services providers will be expected to conduct presentations to case management and community-based health and human services providers to help them assess their clients' legal needs and make appropriate, timely referrals to needed legal services. They also will be expected to provide education to HIV-affected individuals/families about legal issues and available services.

Linkage Agreement

A linkage agreement is a written, bi-directional agreement between two entities that establishes a formal mechanism for client referral and service provision, and delineates the responsibilities of each party to the agreement.

Program Evaluation

Program evaluation is a system to determine whether a program is accomplishing its goals, meeting the needs of clients/families and having a positive impact on clients and families. Program evaluation is essentially collecting and assessing qualitative and quantitative information/data about a program or an aspect of a program in order to make informed decisions about the program.

Supportive Services

In the context of this solicitation, supportive services help stabilize HIV-affected families with dependent children. Assistance is provided to plan the future care and custody of the dependent children, as well as support newly blended families during the transition period following parental incapacitation or death. Supportive services include:

- *short-term* (six to twelve months) individual and family interventions to help the client or family begin to process through the emotional components associated with addressing HIV-related legal issues and decisions
- future care and custody planning services to help parents identify an appropriate caregiver for their dependent children
- assistance to make an HIV disclosure
- grief and bereavement services
- transitional services to stabilize the newly blended family.

Supportive services are **not** mental health services as defined by clinical practitioner guidelines. Funded programs should have formal linkage agreements for clinical mental health services for those clients who require a mental health assessment and/or treatment, as well as formal linkage agreements to community case management services for clients needing ongoing, long-term case management.

Projected Population(s)/Caseload Form

Agency Name: _____

Please project the percentage of clients to be served by Client Race/Ethnicity; Client Age Group and Gender.

Client Race/Ethnicity:

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

Client Age Group:

| | | | |
|---------|----------------------------------|---------|-------------------|
| _____ % | 0 – 12 years old | _____ % | 19 – 29 years old |
| _____ % | 13 – 18 years old | _____ % | 30 – 50 years old |
| _____ % | 50 + years old | | |
| _____ % | Total (should equal 100%) | | |

Gender:

| | |
|---------|----------------------------------|
| _____ % | Female |
| _____ % | Male |
| _____ % | Other _____ |
| _____ % | Total (should equal 100%) |

Projected Population(s)/Caseload Form

For Component A: Legal Services for Individuals and Families Living with HIV

Project the number of clients *without* dependent children and the number of clients/families *with* dependent children to be served with legal services for the first year of the grant. Project the number of legal cases in the first year.

| | |
|--|---|
| Number of Clients <i>without</i> Dependent Children | Number of Legal Cases for First Year |
| | |
| Number of Clients/Families <i>with</i> Dependent Children | Number of Legal Cases for First Year |
| | |

For Component B: Supportive Services for HIV-Affected Families with Dependent Children

Project the number of families *with* dependent children to be served. For families, project the number of parents, caregivers/guardians, children 0-12 years of age and adolescents 13-21 years of age to be provided with supportive services. Project the number of supportive service encounters to be provided the first year.

| Number of Families | Number of Parents | Number of Caregivers/ Guardians | Number of Children 0-12 yrs old | Number of Adolescents 13-21 yrs old | Number of Service Encounters |
|--------------------|-------------------|------------------------------------|------------------------------------|--|------------------------------|
| | | | | | |

**New York State Department of Health
AIDS Institute/Bureau of HIV Ambulatory Care Services**

HIV Quality Improvement Standards

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

- Infrastructure, including the development of a programmatic quality plan that clearly indicates responsibilities and accountability and defines a process for ongoing evaluation, assessment and improvement of the funded program
- Quality improvement activities conducted by cross functional teams that include specific projects with action steps and a mechanism for integrating change into routine activities
- Performance measurement of clearly defined indicators, as prioritized by the program, with plans for follow-up of results and a statement of desired outcomes.
- Inclusion of consumers in quality-related activities; consumers identify gaps and barriers to service delivery and provide input on improvement steps
- Outcomes are shared with the QI team and consumers; outcomes inform operations, policies and procedures and result in improved program services for clients
- Provision for ongoing education of staff about QI, support for staff involvement in QI activities and integration of involvement in QI activities into job expectations.

Sample Letter of Interest to Apply

Date:

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

Re: RFA #09-0003 Legal and Supportive Services for Individuals and Families Living with HIV/AIDS

Dear Ms. White:

On behalf of _____ (Name of organization), we hereby inform you that we are interested in applying for the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written response to questions or amendments to the RFA.

Please check the component(s) you are interested in applying for:

- Component A: Legal Services for Individuals and Families living with HIV
Component B: Supportive Services for HIV-Affected Families with Dependent Children

Service Region(s): Please check the region(s) you are projecting to serve.

- New York City: Rest of the State:
[] Bronx [] Long Island
[] Brooklyn [] Hudson Valley
[] Manhattan [] Northeastern New York
[] Queens [] Finger Lakes
[] Staten Island [] Western New York
[] Multi-Borough [] Central New York

The application will be submitted and received at the designated address on or before the deadline of 5:00 p.m. on May 13, 2010.

Sincerely,

Name
Title
Address
Email

**Sample
Letter of Commitment from the Executive Director
or Chief Executive Officer**

Date:

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

Dear Ms. White:

This letter certifies that I have reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the “Legal and Supportive Services for Individuals and Families Living with HIV/AIDS”, Request for Applications, Solicitation #09-0003.

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

I attest as an applicant that the organization meets all of the following eligibility requirements (check one box):

- is a not-for-profit 501 c (3) community-based organization that currently provides comprehensive legal services to the target population **or** is a not-for-profit academic institution that provides legal services through a law school clinic to the target population
- demonstrates a history of serving racial/ethnic minority communities
 - demonstrate experience in providing legal services to HIV-positive individuals and HIV-affected families with dependent children
 - propose to serve both HIV-positive individuals and HIV-affected families with dependent children.

OR

- is a not-for-profit 501 c (3) community-based health and human service organization or voluntary child care agency
- demonstrates a history of serving racial/ethnic minority communities
 - demonstrates experience and expertise in providing supportive services to HIV-positive individuals and HIV-affected families with children.

Sincerely,

Name
Executive Director or Chief Executive Officer
Applicant Agency Name
Address

**Sample
Letter of Commitment from Board of Directors**

Date:

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

Dear Ms. White:

This letter certifies that the Board of Directors of _____ (Agency name) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the “Legal and Supportive Services for Individuals and Families Living with HIV/AIDS” Request for Application, Solicitation #09-0003.

The Board of Directors is committed to ensuring that the proposed HIV-related services will be provided and that qualified staff will be recruited appropriately trained and have sufficient agency leadership and resources to effectively implement the program.

The Board (or equivalent official) attests as an applicant that the organization meets all of the following eligibility requirements (check one box):

- is a not-for-profit 501 c (3) community-based organization that currently provides comprehensive legal services to the target population **or** is a not-for-profit academic institution that provides legal services through a law school clinic to the target population
- demonstrates a history of serving racial/ethnic minority communities
 - demonstrates experience in providing legal services to HIV-positive individuals and HIV-affected families with dependent children
 - propose to serve both HIV-positive individuals and HIV-affected families with dependent children.

OR

- is a not-for-profit 501 c (3) community-based health and human service organization or voluntary child care agency
- demonstrates a history of serving racial/ethnic minority communities
 - demonstrates experience and expertise in providing supportive services to HIV-positive individuals and HIV-affected families with children.

Sincerely,

Chairperson/ President
Board of Directors

Application Cover Page

Agency Name*: _____

Agency's Federal ID Number: _____

Contact Person (please type or print) **: _____

Contact Person's Signature: _____

Title: _____

Address: _____

County/Borough: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Please check which component this application is for:

Component A: Legal Services for Individuals and Families Living with HIV

Component B: Supportive Services for HIV-Affected Families with Dependent Children

Amount Requested: \$ _____

Service Region - Identify the region you are applying for per the regional distribution charts in Section I, Part C of the RFA:

Applicants may propose to serve multiple regions or multiple boroughs. However, applicants must declare one region, as defined in this RFA, for which they are applying.

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

(Name)

(Name)

(Address)

(Address)

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

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

Application Checklist

Please submit one original and six (6) copies of your application. Please arrange your application in the following order and note inclusion of applicable elements by placing a checkmark in the adjacent box.

- Application Cover Page (Attachment 6)
- Application Checklist (Attachment 7)
- Letter of Commitment from the Executive Director or CEO (Attachment 4)
- Letter of Commitment from the Board of Directors (Attachment 5) – If Applicable
- Application Narrative:
 - Program Summary
- Not to exceed 15 pages of text

 - Statement of Need
 - Organizational Experience and Capability
 - Program Design
 - Program Outreach and Collaboration
 - Evaluation and Quality Improvement
- Budget Forms and Justification (Attachment 17)
- Projected Population(s)/Caseload Form (Attachment 1)
- Service Grid /Program Timeline (Attachment 14)
- Agency Capacity and Staffing Information (Attachment 15)
- Agency Site Location(s) and Hours of Operations (Attachment 11)
- Organizational Chart
- Funding History for HIV Services (Attachment 12)
- Implementation of AIDS Institute Reporting System (AIRS) (Attachment 16)
- Memorandum of Understanding or Letter or Agreement (If a Component A applicant, with a supportive services agency. If a Component B applicant, with a legal services provider.)

Application Checklist

- Bi-directional Service Agreements (Letters of Support will not be accepted to meet this requirement.) - If Applicable
- Board of Directors Information Form (Attachment 13) - If Applicable
- Resumes of Key Program Staff
- Vendor Responsibility Questionnaire (Attachment 9) – Required only if you choose not to submit on-line)
- Vendor Responsibility Attestation Form (Attachment 10)
- Copy of Most Recent Yearly Independent Audit

**Standard State Contract
With Appendices**

GRANT CONTRACT (STANDARD)

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

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

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

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

CONTRACTOR

By: _____
(Print Name)

Title: _____

Date: _____

Contract No. _____

STATE AGENCY

By: _____
(Print Name)

Title: _____

Date: _____

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

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

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

NOW THEREFORE, in consideration of the promises, responsibilities and 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.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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 II, 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

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ 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 or 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. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- 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 or 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, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, 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

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

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 modification (complete only items being modified):

\$ _____ From ____/____/____ to ____/____/____.

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX A-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.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

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

New York State Department of Health

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

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

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

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

Information in the box below must be completed.

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

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

Signature _____ Date _____

*Human Immunodeficiency Virus that causes AIDS

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

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

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

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

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

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

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

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

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

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

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

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

If legal representative, indicate relationship to subject: _____

Print Name _____

Client/Patient Number _____

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

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

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

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

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

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

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

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

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

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

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

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

Signature _____ Date _____
Client/Patient Number _____

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

Departamento de Salud del Estado de Nueva York

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

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

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

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

Mi información relativa al VIH

Ambas (información médica tanto ajena como relativa al VIH)

Mi información médica ajena al VIH**

Complete la información en el siguiente cuadro.

El establecimiento o la persona que 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:

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

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

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

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

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

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

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

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

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

Nombre (en letra de imprenta) _____

Número de paciente o cliente _____

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

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

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

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

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

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

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

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

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

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

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

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

Firma _____ Fecha _____

Número de paciente o cliente _____

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

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

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

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

I. BUSINESS CHARACTERISTICS

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

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

Instructions for Completing the Vendor Responsibility 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: _____

Agency Site Location(s) and Hours of Operation

Please check appropriate component and list all sites where services will be provided

- Component A- Legal Services for Individuals and Families Living with HIV
- Component B- Supportive Services for HIV-Affected Families with Dependent Children

Geographic location(s) to be served: _____

| Service Delivery Site Name | Site Address | Days of Operation | Hours of Operation | Number of Clients to be Served by Site |
|----------------------------|--------------|-------------------|--------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Funding History for HIV Services (past 3 years)

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

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

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

Agency Capacity and Staffing Information
(Add more rows or attach additional pages as needed)

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

| Area of Responsibility | Staff Person(s) Responsible | Qualifications/Licenses Held /Certifications | Description of Duties Related to this Contract |
|--|-----------------------------|--|--|
| Program Oversight | | | |
| Fiscal/Administrative Oversight | | | |
| Information Systems (Include Data Entry and IT Support Staff) | | | |
| | | | |
| Quality/Evaluation | | | |

For all other positions to be funded under this proposal, list the required qualifications.

| Position Title | Required Qualifications (Degrees, Licenses, Years/Type of Experience) |
|----------------|---|
| | |
| | |
| | |
| | |
| | |
| | |

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

Implementation of AIDS Institute Reporting System (AIRS)

All AIDS Institute contractors are required to use the AIDS Institute Reporting System (AIRS) for program reporting of unduplicated client level data. The AIDS Institute provides and supports the AIRS software to enable providers to meet these requirements. Details on this software product can be obtained by accessing the Internet address, www.airсны.org or by calling (518) 402-6790 and requesting a user's manual.

- **Describe how you propose to implement AIRS at your agency:**

- **If you are currently using the system, describe your current implementation strategy. Include:**
 - staff positions, roles and responsibilities for activities including, but not limited to:
 - system administration
 - data entry
 - quality control
 - AIDS Institute reporting

 - the physical infrastructure, including network versus stand-alone set-up:
 - if networked, briefly describe the:
 - network structure
 - server specifications
 - connectivity
 - number of users
 - number of physical sites accessing the system

 - if stand-alone, describe the desktop specifications:

- **Fully describe how data will flow from point of service delivery to entry into AIRS:**

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

(To be used for Solicitations)

Contractor: _____

Contract Period: _____

Federal ID #: _____

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

** If applicable to RFA*

Fringe Benefits and Position Descriptions

Contractor:
Contract Period:
Federal ID #:

FRINGE BENEFITS

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

YES

Approved Rate (%) : _____

Contractor must attach a copy of federally approved rate agreement.

Amount Requested (\$) : _____

NO

Complete 2-6 below.

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

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

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

5. Date of most recently audited financial statements:

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

6. Requested rate and amount for fringe benefits:

Rate Requested (%) : _____

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

Amount Requested (\$) : _____

POSITION DESCRIPTIONS

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Position Descriptions (cont.)

Contractor:

Contract Period:

Federal ID #:

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

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

Subcontracts/Consultants

Contractor:
Contract Period:
Federal ID #:

SUBCONTRACTS/CONSULTANTS :

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

Agency/Name

Description of Services

Amount

Total : _____

Grant Funding from All Other Sources

Contractor:

Contract Period:

Federal ID #:

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

| Funding Source | Total Funding Amount | Funding Period | Program Summary |
|----------------|----------------------|----------------|-----------------|
| | | | |

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

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

Budget Forms and Instructions

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 ATBD (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 - 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.