

RFA #09-0006/FAU #1003121025

**New York State
Department of Health
AIDS Institute
*Division of HIV Health Care
Bureau of HIV Ambulatory Care Services
And
Health Research, Inc.***

Request for Applications

***Family-Focused HIV Health Care for Women
and
HIV Health Care and Related Services for Adolescents and Young Adults***

KEY DATES

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REQUEST FOR APPLICATIONS

Family-Focused HIV Health Care for Women and HIV Health Care and Related Services for Adolescents and Young Adults

I. INTRODUCTION

The New York State Department of Health (NYSDOH), AIDS Institute and Health Research, Inc. (HRI) announce the availability of state and federal funds to support multidisciplinary teams to provide HIV primary and specialty medical care, as well as mental health, medical case management and support services. Multidisciplinary teams will address the medical and psychosocial issues faced by women and their families, adolescents and young adults infected and affected by HIV. This Request for Applications (RFA) seeks to integrate HIV treatment, prevention education, and support services in ambulatory care settings. In addition, funds are available for the provision of low threshold clinical services to high risk youth with the goal of facilitating identification of HIV-positive adolescents and young adults and engaging them in HIV care.

There has been a significant change in the size of the New York's pediatric HIV population. This is a result of the decline in perinatal transmission due to successful activities to prevent mother-to-child transmission and the aging of the pediatric HIV cohort. It is estimated (NYSDOH projections) that by the year 2010, there will be approximately 295 children younger than 13 living with HIV in NYS. Due to the significant decrease in the pediatric HIV epidemic, resources formerly supporting Centers of Excellence in Pediatric HIV Care are being redirected in this RFA to enhance services for older children, youth, women and families.

The AIDS Institute is in the process of determining the feasibility of a perinatal/pediatric consultation hotline that would provide access to pediatric HIV expertise for primary care providers throughout the State who are caring for an exposed infant or infected child. The hotline would also serve as a resource for referrals for families who need assistance in locating a New York State HIV-experienced pediatrician in the family's geographic region.

Advances in HIV treatment and public health measures have transformed HIV/AIDS from an acute to a chronic disease. HIV care must now be comprehensive and incorporate management of co-morbidities, such as cardiovascular disease, asthma, and diabetes. Comprehensive care includes psychosocial support, prevention education, care navigation assistance, and antiretroviral adherence services. The life-long need for HIV health care necessitates a *patient (client) centered approach* that promotes self-management. The services to be funded through this RFA are intended to strengthen partnerships and referral processes with community agencies that facilitate client access and retention in care, and improve medical outcomes. Services are designed to reach and serve racial/ethnic communities, ensure the availability of state-of-the-art treatment and promote continuous high quality care.

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

- Component A: Family-Focused HIV Health Care for Women
- Component B: Adolescent/Young Adult HIV Specialized Care Center
- Component C: Youth Access Program

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. An agency may submit only one application per component.

Notes:

- A Family-Focused HIV Health Care for Women Program (Component A) should ensure that care and treatment for HIV-exposed/infected infants is provided by, or in consultation with, an HIV experienced clinician. The infants' health care should be coordinated with the mothers' care.
- Given the number of HIV-positive women in need of care, coupled with the number of women responsible for primary care needs of dependent children, Component A is focused on women and their children. However, HIV-positive men who are primary caregivers of dependent children are also eligible for Component A program services.

Expected Outcomes:

This RFA seeks to strengthen the continuum of HIV care, address disparities in care and improve health outcomes for women, children, adolescents/young adults and families. Specific desired outcomes include:

- Improved access to quality HIV and primary health care, mental health services, substance use counseling, and social services
- Improved engagement of women, children and adolescents/young adults into systems of HIV prevention, health care, and supportive services
- Increased earlier identification of HIV, particularly in high risk adolescents/young adults, with provision of prompt support and linkage to care
- Decreased mother-to-child transmission (MTCT) of HIV
- Reduced transmission of HIV and sexually transmitted diseases (STDs), as well as unintended pregnancies
- Improved disclosure of HIV status and improved partner notification
- Improved provision of culturally relevant and client-focused services
- Strengthened client self-management skills, including health promotion skills (e.g., nutrition, physical activity, tobacco cessation)
- Improved client ability to navigate complex health care and supportive services systems
- Enhanced retention in HIV care
- Improved adherence to treatment to stabilize or improve health status and suppress viral loads

- Improved care coordination between primary, HIV, obstetrics and gynecology (OB/GYN), pediatric/adolescent care and specialty care
- Reduced disparities in health outcomes for communities of color.

II. AVAILABLE FUNDING

Up to \$8,133,328 in state and federal grant funding is available to support all components of this RFA. These funds are existing monies that currently support the Women, Children, Families, and Youth-Oriented Health Care Initiatives. *Currently funded providers have to apply and successfully compete for continued funding for their programs.* Funds are intended to supplement, enhance and expand but not supplant existing resources and services. Sources and amount of funding for this RFA are subject to change.

COMPONENT A: Family-Focused HIV Health Care for Women

Up to \$3,364,661 is available to support successful applicants of Component A. Funding amounts by sources are:

- Up to \$1,673,149 in funds appropriated in the New York State Budget
- Up to \$1,691,512 in Health Research, Inc (HRI) federal Ryan White funds

Funding will be allocated as stated in the chart below. For applicants in New York City, awards will not exceed \$350,000. For applicants in the rest of the state, awards will not exceed \$250,000. The projected number of awards per region has been determined by the number of reported cases of HIV/AIDS infection among women, the number of women currently served by Article 28 facilities and the number of HIV-positive women delivering in New York (NYS and NYC HIV/AIDS Surveillance Statistics and NYS Comprehensive Newborn HIV Screening Report). See *Attachment 1 (Number of HIV-Positive Women Giving Birth and Rate per 100 Tested Births 2003-2005 and 2006-2008)* for data on the number of HIV-positive women delivering in the various regions between 2003 and 2008.

Region	Number of Awards
New York City (Borough of Bronx)	2 - 4
New York City (Borough of Brooklyn)	2 - 4
New York City (Borough of Manhattan)	2 - 3
New York City (Borough of Queens and Staten Island)	1-2
Long Island (Nassau, Suffolk counties)	0-1

Chart continues on next page

Region	Number of Awards
Hudson Valley (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)	0-1
Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties)	0-1
Central New York (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins counties)	0-1
Western New York / Finger Lakes (Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Orleans, Ontario, Schuyler, Seneca, Steuben, Wayne, Wyoming and Yates counties)	0-1

- ✓ The number of anticipated awards per region will provide coverage for the funded services within available resources. 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.
- ✓ If there is an insufficient number of acceptable applications (scoring 70 or higher) received from any region for Component A, the NYSDOH and HRI reserve the right to apply funding to the next highest scoring applicant up to the maximum number of awards for any region.
- ✓ The NYSDOH and HRI also reserve the right to revise the award amounts as necessary due to changes in availability of funding.

COMPONENT B: Adolescent/Young Adult HIV Specialized Care Center (SCC)

Up to \$3,768,667 in funds appropriated in the New York State Budget is available to fund successful applicants for Component B.

For **Component B** applicants in New York City, awards will not exceed \$341,000. For **Component B** applicants in the rest of the state, awards will not exceed \$275,000.

Funding will be allocated as stated in the chart below.

Region	Number of Awards
New York City (Borough of Bronx)	2 - 4
New York City (Borough of Brooklyn)	2 - 4
New York City (Borough of Manhattan)	2 - 5
New York City (Boroughs of Queens and Staten Island)	1 - 2
Long Island (Nassau, Suffolk counties)	1 - 2
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
Western New York / Finger Lakes (Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates counties)	1

- ✓ The number of anticipated awards per region will provide coverage for the funded services within available resources. 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.

- ✓ If there is an insufficient number of acceptable applications (scoring 70 or higher) received from any region for Component B, the NYSDOH reserves the right to apply funding to the next highest scoring applicant up to the maximum number of awards for any region.
- ✓ The NYSDOH also reserves the right to revise the award amounts as necessary due to changes in availability of funding.

COMPONENT C: Youth Access Program

Up to \$1,000,000 in funds appropriated in the New York State Budget is available to fund successful applicants for Component C.

Funding will be allocated as stated in the chart below. It is anticipated that up to 6 awards will be made statewide. Awards are expected to range from \$175,000 to a maximum of \$250,000 in NYC and \$125,000 to a maximum of \$200,000 for the rest of the state.

Region	Number of Awards	Award Range
New York City (Boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island)	4 - 5	\$175,000 – \$250,000
Long Island (Nassau, Suffolk counties)	0 - 2	\$125,000 – \$200,000
Hudson Valley (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)	0 - 1	\$125,000 – \$200,000
Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties)	0 - 1	\$125,000 – \$200,000
Central New York (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins counties)	0 - 1	\$125,000 – \$200,000
Western New York / Finger Lakes (Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates counties)	0 - 1	\$125,000 – \$200,000

- ✓ The number of anticipated awards per region will provide coverage for the funded services within available resources.

- ✓ If there is an insufficient number of acceptable applications (scoring 70 or higher) received for Component C from any region, the NYSDOH reserves the right to apply funding to the next highest scoring applicant up to the maximum number of awards for any region.
- ✓ The NYSDOH also reserves the right to revise the award amounts as necessary due to changes in availability of funding.

III. WHO MAY APPLY

A. ELIGIBILITY REQUIREMENTS

Applicants for Components A and B must meet the following eligibility requirements:

- Applicants must be licensed by the New York State Department of Health under Article 28 of the Public Health Law
- Applicants must be registered as a not-for-profit 501 (c) (3) health care organization

Applicants for Component C must meet the following eligibility requirements:

- Applicants must be licensed by the New York State Department of Health under Article 28 of the Public Health Law
 - Applicants must be registered as a not-for-profit 501 (c)(3) health care organization
- OR
- Applicants must be a not-for-profit 501 (c)(3) community-based organization with health care services rendered by a health care organization licensed by the New York State Department of Health under Article 28 of the Public Health Law

In addition, Component A applicants must:

- Provide on-site services for OB/GYN and adult HIV care
- Propose to provide clinical HIV services to at least 150 HIV-positive women annually age 25 and older if proposing services in New York City, or to at least 75 HIV-positive women annually age 25 and older if proposing services outside New York City.

In addition, Component B applicants must:

- Propose to serve a caseload of at least 50 HIV-positive adolescents/young adults in New York City annually or propose to serve a caseload of at least 30 HIV-positive adolescents/young adults outside of New York City annually.

B. PREFERENCE FACTORS

Preference will be given to those applicants who have:

- Documented two years of experience in the effective administrative, fiscal and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports
- Documented a history of providing services to communities of color.

In addition preference will given to applicants applying for:

Component A, who:

- Document experience in the provision of comprehensive medical and supportive services to HIV-positive women
- Have a high number of HIV-positive women who have delivered at the facility (or in the facility's catchment area outside of New York City) during calendar years 2003-2008
- Provide co-located OB/GYN and adult HIV care
- Provide co-located adult HIV care and pediatric care.

Component B, who:

- Document experience in the provision of comprehensive medical and supportive services to HIV-positive adolescents/young adults
- Propose to serve communities in New York State with high numbers/rates of sexually transmitted diseases (STDs) and HIV among adolescents/young adults, as well as high teen pregnancy rates.

Component C, who:

- Document experience in the provision of low threshold medical and supportive services to high risk adolescents/young adults
- Demonstrate documented community linkages for medical and support services needed by high risk adolescent/young adults
- Propose to serve communities in New York State with high numbers/rates of sexually transmitted diseases (STDs) and HIV among adolescents/young adults, as well as high teen pregnancy rates
- Document a history of experience in identifying HIV infection in adolescents/young adults and successfully linking them to care.

IV. PROJECT NARRATIVE

A. GUIDING PRINCIPLES

The AIDS Institute is committed to developing initiatives that promote optimal health for the people of New York State through HIV prevention activities and quality HIV primary and specialty health care. The primary goal of these initiatives is to improve health care outcomes for people living with HIV infection.

Applicants responding to this RFA should incorporate the following principles into their program design:

Services to Priority Populations

The HIV/AIDS epidemic continues to disproportionately affect communities of color and other high risk populations, including women, adolescents/young adults, young men who have sex with men and those who are lesbian, gay, transgender, bisexual and questioning (LGBTQ). Services

should be designed to improve access to prevention and health care for these populations.

Provision of Patient-Centered, Family-Focused Care

Patient-centered care is an approach that establishes a partnership among patients, their health care providers and families (when appropriate) to ensure that decisions respect patients' needs, values and preferences, and that patients have the education and support they need to make decisions and participate in their own care.

Family-focused care recognizes the impact of HIV on the family, understands the role of families in managing a chronic condition and provides a supportive environment designed to meet the needs of the family to facilitate client retention in care. Services should be designed to reduce barriers within the health care system, improve health outcomes for HIV-affected families, reduce the risk of mother-to-child transmission and support adherence to treatment.

Use of an Adolescent/Young Adult-Centered Approach

An adolescent/young adult-centered approach recognizes and respects the values, priorities and needs of HIV-positive and high risk adolescents/young adults. Services are offered in a youth-focused, developmentally-appropriate and confidential manner, and are designed to improve access to early diagnosis and linkage to ongoing comprehensive health care, prevention, supportive and self-management services, and to facilitate transition from adolescent to adult care. See *Attachment 2 (New York State Department of Health Adolescent Sexual Health Education Guiding Principles)*.

Use of Multidisciplinary Care Coordination

Multidisciplinary care coordination encompasses collaborative service provision across all disciplines within the program, facility and community involved in the client's care to achieve optimal outcomes.

Involvement of Consumers

Consumers should participate in the design, development, evaluation and improvement of HIV prevention and health care programs.

Use of Behavioral Science Based Strategies

An evidence-based approach utilizes interventions that have been proven effective in disease prevention, behavior change and medical care by demonstrating positive effects on health outcomes.

Demonstration of Cultural Responsiveness

Culturally responsive services recognize and respect divergent cultural and community norms. Services should be responsive to client and family values, roles, concerns and priorities.

Promotion of Health Literacy

Health literacy is the degree to which clients have the capacity to obtain, process and understand basic health information needed to make informed health decisions. To enhance client retention in care and improve medical outcomes, programs should assess the health literacy level of all clients and provide them with the tools needed to make informed health decisions.

Self-Management

Programs should empower clients to learn, practice and apply the self-management skills needed to achieve optimal health outcomes. Self-management skills development includes teaching independent health care behaviors and decision-making, and encourages clients to be responsible for their health care and lifestyle choices.

Co-Located Services

Co-location of services is an approach that offers needed client services at one location. For this RFA, desired co-located services include HIV primary care for adults, pediatric care, OB/GYN, and psychosocial support services.

B. SCOPE OF PROGRAM SERVICES

The scope of services to be provided by Components A, B and C includes two categories:

1. **Core services** which must be provided on-site and are eligible for grant funding.
2. **Required service linkages**, which are formal partnerships with other medical, legal and social service providers that must be in place to provide a continuum of care for women, children, adolescents/young adults and families. Linkage (referral) services are **not** fundable under these grant awards.

Notes:

- All HIV clinical services should be guided by the NYSDOH AIDS Institute Clinical Guidelines (www.hivguidelines.org) and relevant national guidelines, such as the primary care guidelines by the HIV Medicine Association of the Infectious Diseases Society of America.
- Linkages should be in place for those services that are not required to be on-site as part of the funded program (e.g., dental, dermatology, nutrition, ophthalmology and laboratory services). Linkages should be in effect at the time of submission of the application.
- Core services are eligible to be funded under this RFA. However, reimbursable HIV primary care and mental health care are not directly funded services under this application. Grant funding may be used to support up to 25 percent of a clinician's time (if a 100 percent FTE) who is designated to provide oversight for the proposed program, including program development and administration, quality improvement, education and training, treatment adherence, risk reduction services and case conferencing with other members of the multidisciplinary team. Other clinical staff such as OB/GYN clinicians, psychiatrists, psychologists and HIV primary care providers (physicians, nurse practitioners and physicians assistants) may be included on the budget, but all budgeted clinician time may not exceed 40 percent full time effort. (See General Program Requirements, Section VI. 2 and 3.) This policy may be waived for Component C, Youth Access Program, if the care provided by the clinician cannot be reimbursed through third party billing.

COMPONENT A: Family-Focused HIV Health Care for Women

Background¹

New York State (NYS) has the country's largest population of women living with HIV/AIDS (Kaiser Family Foundation, 2008). Proportionally, newly reported cases among women have almost tripled in New York, rising from 12 percent in 1986 to 32 percent as of December 31, 2007. Within NYS, New York City (NYC) continues to be the epicenter of the HIV epidemic, as 78 percent of women living with HIV/AIDS reside there. As the overall number of women living with HIV/AIDS increases, women of color continue to represent a disproportionate number of cases. Of all HIV-positive women in NYS, 56.6 percent are Black and 29.3 percent are Hispanic, compared to 11.6 percent who are white.

In New York State, there have been significant changes in the HIV epidemic affecting women and families. Women are most likely to be infected through high risk sexual contact, followed by injection drug use. Thirty-six percent of new HIV diagnoses in women are among "late testers" (women who received either a concurrent AIDS diagnosis or a diagnosis of AIDS within one year). Given the natural history of unrecognized and untreated HIV disease, each of these women may have been infected 10-12 years prior to their diagnosis. In addition, NYS data for 2007 shows that women living with HIV/AIDS have a death rate that was 20-25 percent higher than the rate for men living with HIV/AIDS.

The epidemic has made further inroads into vulnerable populations already marginalized from health care systems:

- Immigrant women represent 33 percent of New York's newly diagnosed HIV-positive women
- 12.2 percent of females in New York's prison system are HIV-positive, a rate of infection that is double the rate for male inmates (United States Bureau of Justice, 2009).

The medical care of women with HIV disease is often complicated by cultural/gender inequality and family issues that are separate from those seen in their male counterparts. Traditionally, women have the primary responsibility for care of their children. Concerns regarding family and children often take precedence over their own health issues, e.g., women attend to their children's (and partner's) health needs before their own. A 2008 study by the American Academy of Pediatrics concluded that a mother's adherence to highly active antiretroviral therapy is inversely associated with the number of children living in the household (Merenstein, Cox, et al, 2008).

Women with families have unique stigma, disclosure, bereavement, stress and anxiety issues that are related to but distinct from their HIV. Mental health and substance use issues can interfere with a woman's capacity to adhere to treatment and access support services. The high rate of documented mental health problems in this population suggests the need to more fully integrate mental health services into primary HIV care for women. Literature shows that 67 percent of HIV-positive women experience domestic violence and up to 53 percent experience sexual abuse. Interventions to help HIV-positive women cope with histories of abuse and reduce the violence in their lives are important to improving adherence with HIV and mental health appointments, and adherence with antiretroviral treatment (Koenig and Clark, 2004).

¹ Data, unless otherwise identified, are from the New York State Department of Health.

Women with HIV who are pregnant or are considering getting pregnant face an array of issues. For many women, this is a crisis point as it is often the time when they learn they are HIV-positive. Medical management of a pregnant HIV-positive woman is complex, requiring an obstetrician who specializes in high risk pregnancy and has a strong collaboration with the woman's HIV provider. Antiretroviral (ARV) treatment monitoring and retention in care services are critical to support the prevention of mother-to-child (perinatal) transmission. Additionally, ongoing postpartum care for the woman and her infant requires consultation with a pediatric HIV provider who has experience in managing the care of an HIV-exposed infant, including provision of ARV prophylaxis and diagnosing the infant's HIV status.

As emphasized in the introduction, a Family-Focused HIV Health Care for Women Program (Component A) should ensure that care and treatment for HIV-exposed/infected infants is provided by, or in consultation with, an HIV experienced clinician. The infants' health care should be coordinated with the mothers' care.

Given the number of HIV-positive women in need of care, coupled with the number of women responsible for primary care needs of dependent children, Component A is focused on women and their children. However, HIV-positive men who are primary caregivers of dependent children are also eligible for Component A program services.

Target Populations

The target populations are:

- HIV-positive women with dependent children (HIV-positive and/or affected) living in the household, with efforts toward recruitment of women of color, immigrant women and women recently released from the criminal justice system
- Pregnant women diagnosed with HIV
- Men living with HIV who are the partners of the female index clients or are the designated primary child caregivers of dependent children.

Program Model

Agencies that seek funding for this component should propose evidence-based interventions and comprehensive models that promote a holistic and family-focused approach to women's health. Intensive monitoring to ensure adherence to treatment and community follow-up to those who have fallen out of care are essential. Special efforts should be made to connect women of color, immigrant women and women recently released from prisons/jails to care. To prevent MTCT and promote family wellness, enrollment and retention of HIV-positive pregnant women are important program goals.

This model recognizes that when a mother has HIV, the family is affected. Family-focused care provides a framework for the care and treatment of women in the context of family. Services are tailored to meet the needs of women with dependent children to improve timely entry, access and retention in care. To further reduce barriers to care and to prevent missed appointments or loss to care, essential elements of family-focused care should help guide the service delivery model. These

elements include:

- Assessing the needs and strengths of both the woman and her family and developing a partnership for care
- Addressing family barriers that hinder retention in care and making appropriate referrals
- Developing a service plan with the index client (mother) that coordinates needed services for her dependent children, such as disclosure assistance, primary care and supportive services that enhance family functioning, as well as identifying referrals to community-based service providers to arrange for and monitor educational, mental health and other services as required by her dependent child(ren)
- Arranging for home visits by community-based providers to assess the home environment, as necessary
- Providing HIV prevention education and health promotion for patients and family members.

Family-focused care maintains continuity of care for women, improves health outcomes and enhances family stability. This model encourages the woman to see herself as a priority and supports her in making informed decisions about managing her day-to-day health needs as well as those of her family.

Family-Focused HIV Health Care Programs for Women are expected to have the capacity to care for exposed infants. Care is to be provided by, or in consultation with, an HIV-experienced pediatric provider. Successful applicants will demonstrate multidisciplinary communication between the women's HIV health care team and the team caring for HIV-exposed/infected children to identify barriers to care and support improved outcomes for mothers and their children. The intent is to support coordinated HIV care for HIV-positive women, children and youth. Applicants seeking funding for this program are encouraged to link with an Adolescent/Young Adult HIV Specialized Care Center.

Other components of the model include:

- Active involvement of clinicians (physicians, mid-level practitioners) in the development, delivery and evaluation of the program model as well as client services, and routine participation in multidisciplinary team meetings
- Ongoing communication among team members and community partners to ensure that service coordination and timely interventions occur
- Strategies to engage, re-engage and maintain clients in care, particularly those that are at risk for or have been lost to care
- Medical case management and linkage to community-based case management services
- Support services on-site and in the community to meet the unique needs of HIV-positive women to improve treatment adherence and medical outcomes
- An integrated service model approach.

To ensure a continuum of services that are needed by HIV-positive women, programs will be responsible for developing and maintaining referral linkages in the community for services not available on-site. Programs are required to provide care coordination, including documented tracking for outcome of all client services provided by referral.

Core Program Services Required On-site:

- Comprehensive medical services, including:
 - ✓ Adult HIV primary care
 - ✓ Gynecological/obstetrical care
 - Coordinated with a clinician with HIV expertise, especially for the ARV management of pregnant women
 - Including reproductive health and preconception care for women of childbearing age and screening for sexually transmitted diseases
 - ✓ Client-centered treatment adherence education
 - ✓ Risk assessment and risk reduction services for HIV, STDs, hepatitis, other chronic diseases and substance use, e.g., drug, alcohol, tobacco
 - ✓ Assessments for mental health, nutrition and wellness programs, e.g., physical activity
 - ✓ Domestic violence/trauma screening
 - ✓ Co-morbid disease management, e.g., hepatitis C, diabetes, cardiovascular disease
 - ✓ Multidisciplinary case conferences
 - ✓ Self-management support and skills building
 - ✓ HIV counseling and testing of family members
 - ✓ Partner services (see service definitions)
- Mental health services, such as those that focus on addressing issues of trauma, substance use, disclosure, and family issues. Services may include counseling for individuals, couples/partners, families and/or groups. (See Section V. Service Definitions for qualifications.)
- Support services necessary to assist women to remain engaged in care, including patient navigation
- Medical case management
- HIV-related care for exposed infants, e.g., MTCT prophylaxis, diagnostic testing and PCP prophylaxis.

Required Linkages if Services Not On-Site

- Specialty care, other than gynecologic and obstetrical care
- HIV prevention programs for family members (including counseling and testing for those family members who choose not to test on-site)
- Psychiatric treatment and psychotropic medication management
- Community-based case management, including COBRA Community Follow-Up Programs
- Clinical trials and appropriate study/treatment protocols
- Developmental psychological services for children
- Substance use treatment services
- Nutritional services
- Dental services
- Inpatient care
- Home health services
- Housing
- Legal assistance including immigration and future care/custody/guardianship services for dependent children.

COMPONENT B: Adolescent/Young Adult HIV Specialized Care Centers

Background²

As of December 2007, the total number of young people, ages 13-24 years, living with HIV or AIDS in New York State was 4,607 (1,859 adolescents ages 13-19 and 2,748 young adults ages 20 to 24). Disproportionately, over 85 percent of these youth were from communities of color, as shown in the following table.

Living HIV/AIDS Cases in NYS by Race/Ethnicity Amongst Youth Aged 13-24 Years NYSDOH, 2007

	<i>13-19 year olds</i>	<i>20-24 year olds</i>
White	6.8%	10.4%
Black	60.1%	54.9%
Hispanic	30.9%	31.4%
Asian/Pacific Islander	0.6%	0.8%
Native American	0.1%	0.1%
Multi-Race	0.9%	2.1%
Unknown	0.6%	0.3%

In 2007, seroprevalence among all childbearing women aged 10-19 years was 0.14 percent in New York State; the corresponding seroprevalence rate for African American childbearing women aged 10-19 was 0.24 percent. Over 58 percent of all the 13-24 year old HIV-positive females are Black. The risk factor of men who have sex with men (MSM) accounts for 36 percent of the living HIV/AIDS cases in 20-24 year olds and of that number, 54 percent are in Black males. Eighty percent of the adolescents/young adults living with HIV/AIDS are in New York City.

In NYS, there is also a growing number of perinatally HIV-infected children who are aging into adolescence and adulthood. Many of these adolescents and young adults have significant developmental, mental health, risk reduction and self-management needs. With a lifetime of medical monitoring, treatment regimens and potentially life threatening illness, this population is also confronted with the physical, cognitive, psychosocial and emotional challenges of adolescence. In an effort to be independent and “normal”, this population challenges the medical community to provide diverse interventions. Targeted interventions to adolescents/young adults to engage and

² Data, unless otherwise identified, are from the New York State Department of Health.

maintain them in primary care, as well as promote optimal health outcomes and provide support for transition to adulthood and adult-oriented service systems, are needed to meet this challenge.

Target Populations

- Adolescents/young adults, 13-24 years of age, living with HIV-infection

Program Model

Adolescent/Young Adult HIV Specialized Care Centers (SCC) will provide comprehensive and coordinated HIV and primary health care, mental health and supportive services on-site in a multidisciplinary team model to address the needs of adolescents and young adults (aged 13-24) with HIV-infection. Funded programs should be accessible to adolescents/young adults who are engaged in high risk behaviors for HIV, or who may have been exposed to HIV, and should have clinic services available at times when youth can access them, particularly evening and/or weekend hours.

To ensure a continuum of services that are needed by the target population(s), the centers will be responsible for developing and maintaining linkages in the community for services not available on-site. Linkages with community-based programs serving youth, particularly high risk youth, are critical to facilitate early identification and referrals to care.

The primary intent of the SCC is to serve HIV-positive youth. However, funded programs may provide low threshold clinical services (up to 6 months) to high risk (see high risk target populations listed for Component C) adolescents/young adults who are referred to the program either through inreach or outreach efforts. High risk youth who are not HIV-positive, or who choose not to test for HIV, should be promptly referred for ongoing medical and needed supportive services. Low threshold clinical services include: HIV counseling/testing and risk reduction services; care for acute illness with immediate access to pharmaceuticals for uninsured youth; pregnancy testing, family planning and reproductive health care; STD screening and treatment, and screening and referral for treatment of tuberculosis and hepatitis A, B, and C.

Programs should utilize an approach to care that enhances the health and well being of youth. Adolescent/young adult programs are expected to promote eventual, successful transition to adult care through encouragement of self-management skills, including health promotion behaviors.

Essential elements of this SCC model are:

- Non-judgmental and confidential care, which is adolescent/young adult-focused
- Innovative tailored strategies to adolescent/young adults that promote adherence with HIV medications and retention in care.

Core Program Services Required On-Site:

- Client inreach and outreach
- Risk assessment and risk reduction services for HIV, STDs, hepatitis, other chronic diseases and substance use, e.g. drugs, alcohol and tobacco

- HIV counseling and testing (rapid testing should be available)
- Partner services (see service definitions)
- Comprehensive medical services, including:
 - ✓ HIV primary medical care
 - ✓ Gynecologic care for women (sexually active women and/or 18 years of age and older) with referrals for specialty gynecological care, including colposcopy
 - ✓ Screening and treatment for sexually transmitted diseases
 - ✓ Family planning services and reproductive health care for both women and men
 - ✓ Nutritional assessments
 - ✓ Mental health and substance use assessments by clinical staff
 - ✓ Client-centered treatment education and adherence monitoring
 - ✓ Health promotion counseling, including the importance of adherence to care, good nutrition, physical activity and avoidance of harmful substances including tobacco
- Domestic violence/trauma screening with referral to services, as needed
- Medical case management, including assessment, reassessments, service planning and referral to/ongoing communication with community-based case management programs, when appropriate
- Mental health services, such as those that focus on addressing issues of trauma, substance use, disclosure, and family issues. Services may include counseling for individuals, couples/partners, families and/or groups. (See Section V. Service Definitions for qualifications.)
- Crisis intervention
- Transition planning services to adult care with emphasis on adolescent/young adult self-management skills
- Peer support groups and skills building/educational programs to foster greater independence in young people
- Concrete supportive services, such as transportation assistance and language interpretation
- Substance use counseling
- Multidisciplinary case conferencing

Required Linkages if Services Not On-Site

- Community-based case management, including COBRA Community Follow-Up Programs
- Oral health services
- Specialty gynecologic and obstetrical care
- Substance use treatment services
- Domestic violence services/shelters
- Psychological/developmental services
- Psychiatric treatment and psychotropic medication management
- Adolescent HIV prevention programs
- Clinical trials and appropriate study/treatment protocols
- Medical specialty care
- Nutritional services
- Youth-oriented housing programs
- In-patient, home health, and chronic care

- Schools and General Education Diploma (GED) programs
- Vocational/career planning services
- Recreational/afterschool programs, e.g., Girls/Boys Clubs, YMCA programs, Police Athletic League (PAL) and Christian Youth Organization (CYO)
- Legal services
- Insurance/benefits assistance.

COMPONENT C: Youth Access Programs

Background

The predominant route of HIV transmission in adolescents/young adults is sexual contact. Recent information indicates that African American teenage females and young men of color who have sex with men are at increased risk of HIV.

CDC's 2006 data cited one-third (34 percent) of all new infections are in adolescents and young adults aged 13-29. In New York State in 2007, there were 705 adolescents/young adults, ages 13-24, newly diagnosed with HIV. Over 18 percent of these newly diagnosed cases had a concurrent AIDS diagnosis or showed an AIDS diagnosis within the first year.

Sexually transmitted disease (STD) rates in the adolescent/young adult population are extremely high, with 1 in 2 contracting a STD by the age of 25. New York State's teen pregnancy rate in 2006 for 15 to 19 year olds was 59.2 pregnancies per 1,000.

These startling statistics emphasize the need to reach high risk youth, identify those who are HIV-positive earlier in their disease course and connect them to care, and empower HIV-negative youth to remain HIV-negative.

To compound the issues above, many youth experiment with drugs and alcohol which often leads to sexual risk-taking. For high risk youth, the frequency and intensity of risk-taking behavior contribute to an increased potential for HIV, STDs and unintended pregnancy, necessitating integrated risk reduction efforts. Contributing factors related to high risk-taking behaviors may include multiple life stressors, such as poverty, chaotic/violent home situations, and/or physical or sexual abuse.

Youth, in general, are not high users of health care and frequently avoid health care settings that are unfamiliar or not youth-friendly. The stigma of HIV, possibly combined with mental illness, substance use, poverty, violence and other forms of trauma, may present further barriers to seeking help.

Target Populations

The target population includes adolescents and young adults age 13-24 who have or are at high risk for HIV infection. Targeted subpopulations include, but are not limited to:

- Perinatally-infected youth not in care
- Young men who have sex with men, particularly young men of color

- Runaway/throwaway/homeless youth
- Youth involved in "street economy"
- Youth who are substance users
- Adolescents/young adults who have experienced physical, mental, and/or sexual abuse
- Lesbian/gay/bisexual/transgender or questioning adolescents/young adults
- Gang-involved youth and/or those who have a history with the criminal justice system
- Other young people for whom high risk can be documented, particularly young people of color disenfranchised and living in poverty.

Program Model

The major goal of the Youth Access Program (YAP) is to reach HIV-positive adolescents/young adults whose status is unknown or who are not in care and connect them promptly to HIV/AIDS care. Another important focus of this model is to connect high risk youth to ongoing primary health care and to needed psychosocial and supportive services (e.g., child abuse/domestic violence, mental health, substance use treatment, etc.).

YAPs will provide low-threshold clinical services to high risk youth (aged 13-24 years) in targeted and accessible community-based settings to meet their immediate health care and social service needs. In many cases, these needs must be met before or concurrent with addressing issues related to HIV testing and treatment. Low threshold clinical services include: HIV counseling and testing and risk reduction services; care for acute illness with immediate access to pharmaceuticals for uninsured youth; pregnancy testing, family planning and reproductive health care; STD screening and treatment, and screening and referral for treatment for tuberculosis and hepatitis A, B, and C. A psychosocial assessment should be done to identify each adolescent/young adult's unique needs and to offer appropriate services and referrals as needed.

Outreach should be designed to reach the highest-risk adolescents/young adults who may be socially isolated and marginalized. A community approach, which builds on partnerships with health providers, youth-serving organizations, the social networks of youth, and other community resources, will facilitate access to the services that high risk adolescents/young adults need at the point of entry into care. It is imperative that YAP services be available at times when youth can access them, particularly evenings and/or weekend hours and at consistent community locations on a regular schedule (i.e., minimally weekly or bi-weekly). Over time, funded programs may need to adjust service locations as the community and population needs change.

Methods for implementing low threshold clinical services in community settings include but are not limited to:

- medically equipped vans
- part-time clinics in community-based settings
- mobile multidisciplinary teams.

Note:

Funds may not be used to purchase vans.

Core Program Services Required On-site (at the community-based location or mobile van site)

- Client recruitment/outreach
- HIV prevention and risk reduction services
- HIV counseling and testing (rapid testing should be available)
- Partner services (see service definitions)
- Immediate care for acute illnesses (e.g., strep throat)
- Screening and treatment for sexually transmitted diseases (STDs)
- Pregnancy testing, family planning and reproductive health care services (including the provision of a range of contraceptives or referral to a family planning agency for contraceptives)
- Screening and referral for treatment of tuberculosis and hepatitis A, B and C
- Screening and referral for immunizations
- Immediate and limited access to pharmaceuticals to uninsured youth for acute illness, STDs or contraception
- Psychosocial assessments for health care and social service needs including domestic violence, mental health and substance use, with referral for services not provided on-site
- Health promotion, including the importance of nutrition, physical activity and avoidance of harmful substances including tobacco
- Services to connect HIV-positive adolescents/young adults to HIV care or to assist in addressing other immediate medical or social service needs (e.g., tuberculosis, current domestic violence situation).

Required Linkages if Services Not On-Site (at the community-based location or mobile van site)

- Comprehensive case management program for HIV-positive youth
- Social work services
- Mental health services
- Substance use counseling/treatment services
- Concrete supportive services
- Programs serving LGBTQ youth
- Domestic violence services/shelters
- Nutrition services
- Adolescent HIV prevention programs
- Youth-oriented housing programs
- HIV Specialized Care Center(s) for HIV-positive adolescents/young adults (if available geographically) or a program offering comprehensive HIV ambulatory care services
- Hospital in-patient care
- Medical specialty care
- Educational/vocational programs
- Legal services
- Insurance/benefits assistance.

Note:

Youth Access Programs are often unable to bill for a significant percentage of services for high risk youth, many of whom may be uninsured, underinsured or unwilling to provide insurance information (due to concerns around confidentiality/parental notification if they utilize insurance). Programs should maximize resources to the extent possible. YAPs are not held to the funding cap on clinician effort to which Components A and B are subject. However, YAPs should provide a compelling justification for exceeding the 40 percent cap.

V. SERVICE DEFINITIONS

The following definitions are provided as a guide for services identified in this solicitation.

Case Conference

A formal, planned, structured discussion by the multidisciplinary care team to facilitate optimal client care. Case conferences also facilitate unduplicated, integrated and well-coordinated services for clients. A case conference is documented in progress notes or on a case conference form that becomes part of the client's medical record.

Health Education/Risk Reduction

Health education/risk reduction services educate HIV-positive or high risk clients about HIV transmission and how to reduce their risk of HIV transmission or re-infection. It includes education on HIV-infection and treatment, promotion of healthy behaviors, coaching to increase self-sufficiency and medication adherence. Relevant education and health promotion topics include HIV treatment and side effects, sexual risk reduction, harm reduction and smoking cessation.

Holistic Approach

A holistic approach addresses the biological, psychosocial, cultural and social factors impacting the health and well-being of an individual, with the goal of achieving and maintaining the individual's optimum health.

Medical Case Management

Medical case management services are a range of client-centered services that link clients with health care, psychosocial, and other services including community-based case management. Medical case management occurs in a medical facility and/or at a specialty medical care provider site. It is site specific, i.e., when the client terminates services at the facility, the medical case management also terminates. The coordination and follow-up of care, including activities that promote retention in care and improved medical outcomes, are components of medical case management. Through ongoing assessment of the client's and key family members' needs and personal support systems, these services facilitate timely and coordinated access to medically appropriate levels of health and support services, as well as continuity of care. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, HIV/AIDS treatments.

If resources for medical case management are available to your agency/program, it is expected that utilization of these services will occur and not be supplanted by funding under this application. However, it is expected that Medical Case Managers, funded by other resources and who provide services to clients of the applicant's proposed program, will document services in the clients' records and participate in client case conferences.

Mental Health Services

A person's mental health refers to their cognitive and emotional well-being and is an essential part of their overall health. Mental health services should be integrated with HIV primary care to support the emotional health of women and families, children, adolescents and young adults. For this RFA, mental health services include supportive counseling (individuals, family and group); education on coping skills and self-support; trauma-oriented, strengths-based interventions; disclosure assistance, etc. Identification of mental health disorders such as overwhelming anxiety, depression, psychosis or active substance use, requires referral to a psychiatrist, clinical psychologist, substance use treatment services, etc.

Mental health services should be provided by master level trained social work or mental health professionals. Bachelor level counselors may be employed, if they are under the direct supervision of a licensed clinical social worker (LCSW) or other mental health professional licensed by the New York State Department of Education and the Board of Regents.

Partner Services

Partner services are intended to educate persons with HIV about the importance of, and their responsibilities for, informing past and present sexual and needle sharing partners of their exposure to HIV. Partner services include: advising persons with HIV that their partners may also be infected, stressing the benefits to partners of being counseled and tested for HIV, and discussing the different options available for notifying partners. In addition, formal information on notification assistance through the Partner Notification Assistance Program (PNAP) outside of NYC or the Contact Notification Assistance Program (CNAP) in NYC should be provided.

Transitional Services

Transitional services involve immediate assistance to address a client's critical needs and to link the client with a long-term case management program in the community. Transitional services include, but are not limited to, obtaining the documentation necessary for Medicaid and other benefits, promoting linkage to HIV care, and referrals to medical care, substance use treatment or other needed services.

Child to Adult Transition Services

Child to adult transition services involve assisting children with HIV transition from pediatric to adolescent health care programs or adolescents with HIV transition from adolescent to adult care programs. Examples of transitioning services include identification of core competencies required by the client and teaching of these skills, introduction of the new provider in the client's familiar clinic setting, and maintaining ongoing contact and support with the original provider during the transition period.

Treatment Adherence Counseling

Treatment adherence counseling is the provision of services to ensure readiness for, and adherence to, HIV/AIDS treatments.

VI. GENERAL PROGRAM REQUIREMENTS

1. ***HIV Clinical Expertise:*** The AIDS Institute's Office of the Medical Director encourages facilities providing HIV clinical care to employ or provide access to clinical providers with significant expertise in the practice of HIV treatment. However, for some providers in general practice, particularly in rural areas where there may be relatively few patients who are HIV-positive, referral to an HIV-experienced provider is impractical. In such cases, primary care providers should develop formal relationships with an HIV-experienced provider to co-manage the patient and refer for consultation as necessary. Whenever possible, patients should see the consulting provider when major treatment decisions are made, such as initiation, change, or discontinuation of antiretroviral therapy. When a visit to an HIV clinical provider is not feasible, the primary care provider should formally consult with the HIV expert on the telephone or via videoconference, and document the discussion in the medical record. In this circumstance, the primary care provider should be sure to gain permission from the consulting HIV-experienced provider to consider this a formal consultation before documenting this information in the record. This is to differentiate it from an educational consultation which is not patient-specific and may also be provided by specific resources such as the HIV Consultation Center.

2. ***Compliance with AIDS Institute's Third-Party Revenue Policy:***
 - Successful applicants will be required to maximize third-party reimbursement available for HIV services. In addition to Medicaid, Medicare and private insurance, ADAP Plus is available to provide reimbursement for services to uninsured and underinsured persons with HIV.
 - The state is currently phasing in implementation of Ambulatory Patient Groups (APGs) as the basis for payments for medical services in ambulatory care settings. This phase-in began in 2008 for hospital outpatient departments and began in 2009 for freestanding community health clinics. At this time, the NYSDOH has preserved reimbursement for critical HIV-related services within the APG-based payment system and has maintained fee-for-service payment for HIV counseling and testing; HIV viral load, drug resistance, and tropism assay tests; and the Designated AIDS Center therapeutic (case management) visit, all of which will be "carved out" of the APG system. Health facilities designated as Federally Qualified Health Centers (FQHC) will have the option to remain in their current reimbursement structure or change to the new Ambulatory Patient Group (APG) billing structure.
 - All successful applicants will be required to provide the AI with an account of third-party reimbursement revenue, by payor, generated by their HIV primary care program. A template for all payor data submission will be provided.

3. ***Limits on Grant Funding for Clinicians for Components A and B:*** Each program should have a designated clinician to provide oversight of the proposed program. Grant funding may be used to support up to 25 percent of this clinician's time for administrative and clinical oversight of the program including care coordination, continuous quality improvement activities, training, program development and management, and participation in case

conferences. Other clinical staff may be included on the budget, but all budgeted clinician time may not exceed a total of 40 percent full time effort. These staff may include OB/GYN clinicians, psychiatrists/psychologists and/or HIV primary care providers (physicians, nurse practitioners or physician assistants) who see clients enrolled in the program to conduct activities such as care coordination, case conferencing, program planning, quality and evaluation activities, and training. For example, if the clinical designee is included on the budget for 20 percent, up to 20 percent may be allocated for other clinicians.

Note:

If mental health services are provided by an Article 28 facility with an operating certificate that includes “Mental Health Services” and these services are provided by staff eligible to bill under third party reimbursement, grant support is limited as defined above.

4. **Ryan White Guidance:** Applicants awarded Ryan White grant funding will be required to follow the guidance detailed in *Attachment 3 (Ryan White Guidance for Part B Contractors)*.

5. **Collaboration and Continuum of Care:**

- **Linkage/Referral Service Agreements:** Applicants are required to have clearly defined and articulated linkage/referral agreements focused on specific services needed by the target population which may not be available at the agency site. These agreements may be documented by a memorandum or letter of agreement, either of which 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 in the agreement. The agreement between the two entities should allow for communicating the outcome of the referral.
- **Ryan White HIV Care Networks:** Funded applicants will be required to participate in their local Ryan White (RW) Care Network.
- **COBRA Community Follow-Up Program (Comprehensive Medicaid Case Management; “CMCM”):** Linkages to COBRA Community Follow-Up Programs are required for the provision of comprehensive case management services for HIV-positive individuals who are Medicaid eligible and who have intensive medical and/or psychosocial service needs.
- **The Community Action for Prenatal Care Initiative:** Linkages to the Community Action for Prenatal Care (CAPC) Initiative are required if proposing to provide services in the CAPC target areas of Buffalo, Brooklyn, Northern Manhattan and the Bronx. CAPC provides perinatal intervention services to identify high risk pregnant and delivering women and engage them in medical care and related services.
- **Syringe Exchange Program (SEP) and Expanded Syringe Access Demonstration Program (ESAP):** Successful applicants will be required to be knowledgeable of the Department of Health’s Syringe Exchange Program (SEP) and the Expanded Syringe Access Program (ESAP). The SEP is a program where individuals can exchange used syringes for new, sterile syringes to reduce the risk of transmitting blood borne diseases, including HIV and hepatitis, through injection drug use. ESAP sites are registered providers which may sell or distribute syringes without prescriptions. The minimum level of participation in SEP and ESAP by applicants funded through this RFA will include educating agency staff about SEP and ESAP, referring clients who are actively injecting to

SEP/ESAP providers in the community, and providing information about safe disposal of needles and syringes.

6. ***Compliance with Technical Reporting Requirements:*** Funded organizations will be required to participate in data collection and evaluation of services and routinely:
- Provide narrative reports describing the progress of the project with respect to implementation, client recruitment, success in meeting work plan standards and milestones, major or significant accomplishments achieved during the reporting period, barriers encountered, and plans to address noted problems and deviations from the work plan standards.
 - Submit monthly statistical reports using 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, formerly known as Uniform Reporting System (URS), to enable providers to meet data submission requirements. Details on this software product may be obtained by accessing this Internet address, www.airсны.org or by calling (518) 402-6790 and requesting a user's manual. 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.
 - Participate in collaborative processes with the AIDS Institute to assess program outcomes.
7. ***Adherence to Quality of Care Standards:*** Funded organizations will be required to develop and maintain quality management programs which meet the NYS AIDS Institute's HIV Quality of Care Program Standards. See *Attachment 4 (New York State HIV Quality of Care Program Standards)*. These standards include agency leadership and commitment, development of an HIV quality management infrastructure, routine performance measurement of key HIV indicators, activities to improve HIV care, staff participation in all aspects of the quality program, agency-wide development, training in QI methods, involvement of consumers in quality-related activities and use of information systems to support quality management activities. All funded health facilities providing HIV clinical services will be required to submit performance data using the eHIVQUAL application which facilitates collection and analysis of HIV clinical data and to use these data reports for driving improvement activities. (Note: This requirement is not applicable to Component C.) Details about this software product may be obtained by accessing this Internet address, www.hivguidelines.org.
8. ***Affiliation with Medicaid Managed Care: Mainstream and HIV Special Needs Plans (SNPs):***
- Medicaid managed care offers many New Yorkers a chance to choose a Medicaid health plan. Managed care plans focus on preventive health care and provide enrollees with a medical home for themselves and their families. In addition, enrollees in managed care with chronic illnesses or co-morbidities have access to specialists and plan disease management staff for care and benefit coordination if needed. SNPs are managed care plans providing comprehensive, specialized HIV care to HIV-positive Medicaid beneficiaries.

- In order to receive Medicaid reimbursement for patients enrolled in a managed care plan or SNP, providers should be part of the plan's provider network. The NYSDOH is currently working with three HIV SNPs serving the five boroughs of New York City. Successful applicants for this RFA are strongly encouraged to become participating providers in multiple Medicaid managed care plan networks in their service areas, including the HIV SNPs in New York City.
 - It is important to note that the HIV health care system is rapidly changing. Currently, New York State is in the process of removing the HIV exemption from mandatory enrollment in Medicaid managed care for persons with HIV infection in New York City. When fully implemented, HIV-positive Medicaid recipients living in New York City, who may have been exempt based on their HIV infection, will no longer be considered exempt from mandatory enrollment in Medicaid managed care. These beneficiaries will be required to choose a mainstream Medicaid managed care plan or an HIV SNP.
9. **Confidentiality:** In addition to complying with Article 27-F of the New York State Public Health Law and the Health Insurance Portability and Accountability Act (HIPAA), programs should be sensitive to the unique confidentiality concerns of their clients. Adolescents, in particular, may have serious concerns about privacy and may delay seeking services for fear of disclosure to parents or guardians.
10. **Use of Media and Technology:** Funded organizations will be required to have *acceptable use* policies in place pertaining to the various types of media and technology (i.e., the Internet, computer-assisted surveys, cell phones, text messaging devices, etc.) utilized by the program to promote information and communication with clients. The purpose of such communications might be to enhance client education, retention in care, adherence to medications, and/or overall health maintenance.

VII. ADMINISTRATIVE REQUIREMENTS

A. ISSUING AGENCIES

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

B. QUESTION AND ANSWER PHASE

All **substantive (content or conceptual)** questions must be in writing and submitted via email to wcfayrfa@health.state.ny.us or mailed to the contacts listed below.

Component A
Jo Ann Beasley
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 449
Albany, New York 12237

Components B and C
Beth Bonacci Yurchak
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 449
Albany, NY 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 wcfayrfa@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, 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.

Prospective applicants should note that all clarification and exceptions, including those related to the terms and conditions of the contract are to be raised prior to the submission of an application.

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

Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's and HRI's websites. All such updates will be posted by the date identified on the cover sheet of this RFA.

C. LETTER OF INTEREST TO APPLY

NYSDOH encourages, but does not require, prospective applicants to submit a **Letter of Interest**. Please see *Attachment 5 (Sample Letter of Interest to Apply)*. **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 and Data Systems
New York State Department of Health/AIDS Institute
ESP, Corning Tower, Room 478
Albany, NY 12237

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. It is the applicant's responsibility to see that applications are delivered to the address below 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 and HRI's discretion.

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

Applicants shall submit (1) original, signed, unbound application and (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, as well as the commitment of the agency's Board of Directors. Board of Directors' commitment is not required for hospital applicants. See *Attachment 6 (Sample Letter of Commitment from the Executive Director or Chief Executive Officer)* and *Attachment 7 (Sample Letter of Commitment from the Board of Directors)*.

Complete *Attachment 8 (Application Cover Page)*. Applications should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document.

Applicants should pay special attention to *Attachment 9 (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.

F. THE NEW YORK STATE DEPARTMENT OF HEALTH AND HEALTH RESEARCH, INC. RESERVE THE RIGHT TO:

1. Reject any and all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department/HRI'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 clarifications and revisions 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 or HRI 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 to 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 or HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the State or HRI.

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 or Health Research, Inc.

It is expected that contracts awarded under this RFA will be for 12-month terms. However, depending on the funding source, the initial contract term could be for a shorter time period. The anticipated start date of contracts is July 1, 2011. Awards may be renewed for up to four (4) additional annual contract periods based on satisfactory performance and availability of funds.

Please note: The Payment Methods and Reporting Requirements (Section VII. H.), requested budget format (Section VIII. B-6) and Contract Language *Attachments 10 (Standard State Contract with Appendices) and 10A (Standard Health Research, Inc. 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 during the five-year project period. As such, payment and reporting requirements, budgets and contract language may be renegotiated during the second and subsequent annual renewal processes.

H. PAYMENT METHODS & REPORTING REQUIREMENTS OF GRANT AWARDEES

1. The NYSDOH and HRI may, at their discretion, make an advance payment to not-for-profit contractors in an amount not to exceed twenty-five (25) percent for the State and twenty (20) percent for HRI.
2. The contractor will be required to submit quarterly invoices and required reports of expenditures to the State or HRI 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**

For State contracts, 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.

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

3. The contractor will be required to submit the following periodic reports:
 - quarterly narrative report 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.
 - annual electronic HIVQUAL report for applicants providing HIV primary care.

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

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 11 (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 *Attachment 12 (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 6, Sample Letter of Commitment from Executive Director or Chief Executive Officer*), each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State/HRI, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the NYSDOH/HRI during the Question and Answer Phase (Section VII, 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/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b) In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the NYSDOH/HRI acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.

- c) If, in the judgment of the Department/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the NYSDOH/HRI 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 or HRI, 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/HRI.

K. APPENDICES INCLUDED IN NEW YORK STATE CONTRACTS ONLY

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application, *Attachment 10 (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 Program Workplan

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

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

- **CE-200-** 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 Benefit 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

L. APPENDICES FOR HEALTH RESEARCH, INC. CONTRACTS ONLY

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications, *Attachment 10A (Standard Health Research, Inc. Contract with Appendices)*:

Attachment A General Terms and Conditions - Health Research, Incorporated Contracts

Attachment B Program Specific Clauses - AIDS Institute

Attachment C Federal HIPAA Business Associate Agreement

Attachment D AIDS Institute Policy Regarding Access to and Disclosure of Personal Health Related Information

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

VIII. COMPLETING THE APPLICATION

A. APPLICATION FORMAT

All applications must conform to the format prescribed below. Points will be deducted from applications which deviate from the prescribed format.

Applications should not exceed 19 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 budget, budget justification and all attachments are not included in the 19 page limit. Failure to follow these guidelines will result in a deduction of up to 6 points as indicated below.

Format Point Deductions:

Sections 1 – 7 of the Application exceeds 19 pages	-2 points
Sections 1 – 7 of the Application is not double-spaced	-2 points
Applicant did not use a 12-pitch type font	-1 point
Applicant does not have a 1-inch margin on all sides	-1 point
(Minus)	-6 points

Page limits for each section are indicated in the chart below. The value assigned to each section is an indication of the relative weight that will be given when scoring your application. Scoring will be weighted as follows:

Section		Page Limit	Maximum Score
1	Program Summary	Up to 2 pages	Not scored
2	Statement of Need	Up to 2 pages	10 points
3	Applicant Experience and Capability	Up to 3 pages	15 points
4	Program Services	Up to 2 pages	10 points
5	Program Model	Up to 5 pages	15 points
6	Staffing Plan and Qualifications	Up to 3 pages	15 points
7	Evaluation and Quality Improvement (QI)	Up to 2 pages	15 points
8	Budget and Justification	Use budget format	20 points
Total:			100 points

B. APPLICATION CONTENT

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. Refer to section, “**IV. B. Scope of Program Services**” of this RFA, for a description of the component for which you are applying.

Attachment 9 (Applicant 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, follow the outline provided in the Applicant Checklist.*

1. Program Summary

Up to 2 double-spaced pages
Not scored

Summarize the proposed program and objectives to meet the specific goals of this RFA. All applicants must state that they meet the eligibility requirement of being licensed by the New York State Department of Health under Article 28 of the Public Health Law and are registered as a not-for-profit 501(c)(3) health care organization.*

***Note to Component C applicants:** An applicant for Component C may be a not-for-profit 501(c)(3) community-based organization with health care services rendered by a health care organization licensed by the New York State Department of Health under Article 28 of the Public Health Law.

Briefly identify the:

- a) Purpose of your program.
- b) Program design, including proposed services to be provided on-site and by referral.
- c) Target population and projected number of clients to be served.
- d) Geographic area(s) to be served.
- e) Anticipated outcomes.

For Component A applicants ONLY:

Describe how your agency meets the requirements for:

- f) Providing on-site services for OB/GYN and Adult HIV Care.
- g) Proposing to provide clinical HIV services to at least 150 HIV-positive women annually age 25 and older if proposing services in New York City, or at least 75 HIV-positive women annually age 25 and older if proposing services outside New York City.

For Component B applicants ONLY:

Describe how your agency meets the requirement for:

- f) Proposing to serve a caseload of at least 50 HIV-positive adolescents/young adults in NYC annually or a caseload of at least 30 HIV-positive adolescents/young adults outside of NYC annually.

2. Statement of Need

Up to 2 double-spaced pages
10 points

- a) Describe the target population and the major barriers that impede access to HIV care and treatment.
- b) Describe the need for the services proposed in your application, including any pertinent statistics to substantiate your rationale. **In addition for Components B and C only: Preference will be given to applicants who propose to serve communities in New**

York State with high numbers/rates of sexually transmitted diseases (STDs) and HIV among adolescents/young adults, as well as high teen pregnancy rates.

- c) Identify and describe the geographic area(s) to be served by your proposed program, and how your agency is accessible to the target population.
- d) Identify and briefly describe other programs in the geographic area(s), if any, that are providing similar services. Describe how the proposed program will enhance but not duplicate services and how you will coordinate with other organizations.
- e) Describe how consumers were involved in identifying the needs and proposed program services described in your application.

3. Applicant Experience and Capability

**Up to 3 double-spaced pages
15 points**

- a) Describe your agency, its mission and services, including the length of time services have been provided, locations where services are provided and any applicable licenses/registrations relevant to the proposed project design. Highlight all HIV-related services currently provided to the target population(s).
- 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. **Preference will be given to applicants that demonstrate a history of providing services to communities of color.**
- c) Describe your agency's experience in developing and implementing programs and providing services for the target population(s).
- d) 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 organization 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.
- e) **Describe your facility'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.** This includes meeting AIDS Institute reporting requirements, if applicable. **Preference will be given to applicants that demonstrate two years of such experience.** Complete *Attachment 13 (Funding History for HIV Services [past 3 years])*.

In addition, for Component A ONLY:

- f) Describe the agency experience in the provision of comprehensive medical and supportive services for HIV-positive women. **Preference will be given to applicants that demonstrate experience in the provision of comprehensive medical and supportive services for HIV-positive women. Preference will also be given to applicants that have a high number of HIV-positive women who have delivered at the facility (or in the facility's catchment area outside of NYC) during calendar years 2003-2008. Preference will also be given to applicants who provide co-located OB/GYN and adult HIV. Preference will also be given to applicants who provide**

co-located adult HIV care and pediatric care.

In addition, for Component B ONLY:

- f) Describe the agency experience in the provision of comprehensive medical and supportive services to HIV-positive adolescents/young adults. **Preference will be given to applicants that demonstrate experience in the provision of comprehensive medical and supportive services for HIV-positive adolescents/young adults.**

In addition, for Component C ONLY:

- f) Identify the number of adolescents/young adults served by your agency annually and of these, the number who are HIV-positive. Describe your success in identifying HIV-positive youth and connecting them to care. **Preference will also be given to applicants who demonstrate experience in identifying HIV infection in adolescents/young adults and successfully linking them to care.**
- g) Describe the agency experience in the provision of low threshold medical and supportive services to high risk adolescents/young adults. **Preference will be given to applicants that demonstrate experience in the provision of low threshold medical and supportive services to high risk adolescents/young adults. Preference will also be given to applicants who demonstrate documented community linkages for medical and support services needed by high risk adolescent/young adults.**

4. Program Services

**Up to 2 double-spaced pages
10 points**

- a) Complete the relevant attachment describing the proposed project's core services and required linkages, as indicated below to correspond with the component you are applying for (*Attachment 14 A, B or C Core Services and Required Linkages*). Provide the number of clients to be served under each service. Therefore applicants for:

COMPONENT A: Complete *Attachment 14A Family-Focused HIV Health Care for Women, Core Services and Required Linkages Chart*

COMPONENT B: Complete *Attachment 14B Adolescent/Young Adult HIV Specialized Care Center, Core Services and Required Linkages Chart*

COMPONENT C: Complete *Attachment 14C Youth Access Program, Core Services and Required Linkages Chart*

- b) Describe how each core program service funded through this program will be integrated into the existing service delivery of the applicant agency. If funding for core services is not requested under this RFA, describe how these required services will be supported.

5. Program Model

Up to 5 double-spaced pages
15 points

Describe the proposed program design and clearly address:

- a) The proposed program model and the specific objectives/goals to be met. Include how the proposed program services will address the stated objectives/goals and how medical outcomes will be improved.
- b) The proposed program's caseload. Complete *Attachment 15 (Population(s)/ Caseload Form)*.
- c) Strategies for recruitment and retention of the target population(s).
- d) How services will be accessible to the target population. Complete *Attachment 16 (Clinic Site[s], Address, Day[s] and Hours of Operation)*. In the narrative, please describe how urgent needs of clients will be addressed during non-clinic operating hours.
- e) The process for case conferencing. Include how follow-up on referrals will be documented and how community coordination will occur for required linkage services. (Case conferences are not required for Component C.)
- f) How client self-management skills building will be incorporated into program services.
- g) How the agency will provide services that are culturally and linguistically relevant to the target population, as well as age, gender and developmentally appropriate.

In addition, applicants for Component A and B ONLY should describe the following:

- h) The process for facilitating transition of adolescents/young adults to adult care that includes a planned, coordinated approach between adolescent HIV care and adult HIV care providers.

In addition, applicants for Component C should describe how:

- h) Service delivery will be provided, i.e., medically equipped vans, part-time clinics in community-based settings or mobile multidisciplinary teams.
- i) Clients, identified as HIV-positive, will be connected to HIV health care services.
- j) Health promotion will be incorporated into program services.

6. Staffing Plan and Qualifications

Up to 3 double-spaced pages
15 points

Describe:

- a) The staffing plan for the proposed program and attach resumes of key program staff (*resumes are not included in the page total*).
- b) The members of the multidisciplinary team, roles and responsibilities for each position, and their qualifications. Complete *Attachment 17 (Agency Capacity and Staffing Information)*.
- c) How clinicians will be active members of the team and involved in the delivery of program services, documentation of services and data review.
- d) Methods for ongoing communication among team members to ensure timely interventions and service coordination.
- e) Activities to ensure program staff are knowledgeable and have the skills to meet program requirements, e.g., information on routine supervision, initial and ongoing training, and

how staff will remain current on clinical updates and standards that impact client services.

- f) Non-clinical staff who will be involved in activities related to the proposed program, e.g., support and data staff.

7. Evaluation and Quality Improvement (QI)

Up to 2 double-spaced pages
15 points

- a) Identify who will provide evaluation and quality improvement oversight for the proposed program and state his/her qualifications and experience.
- b) Describe the current QI program for HIV services and how the proposed program will be integrated within its framework.
- c) Describe the proposed program indicators to be assessed and how they are related to program goals. Explain how medical outcomes will be monitored and measured.
- d) Describe how consumers will be involved in ongoing evaluation and quality improvement activities.
- e) Identify staff responsible for analyzing evaluation data and how findings will be reported back to program/clinic staff and Consumer Advisory Board members.
- f) Describe the program's capacity for collecting and reporting unduplicated, client-specific data.
- g) Using *Attachment 18 (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 should also fully describe how data will flow from point of service delivery to entry into AIRS.
- h) **All Article 28 facilities should complete** *Attachment 19 (Electronic Medical Records [EMR])* regarding the status of the agency's Electronic Medical Record System (EMR). This attachment is for information only. It is not scored.

8. Budget and Justification

Use budget format
20 points

All components (A, B and C) should complete Attachment 20 (Budget Forms and Instructions). The budget pages and justification are not included in the application page limit.

- a) Complete all attached budget forms (*Attachment 20, Budget Forms and Instructions*). **Assume a twelve (12) month budget.**
- b) Grant awards for successful applicants will be:
 - **Component A:** Up to \$350,000 in NYC
Up to \$250,000 in Rest of State

- **Component B:** Up to \$341,000 in NYC
Up to \$275,000 in Rest of State
- **Component C:** \$175,000 to \$250,000 in NYC
\$125,000 to \$200,000 in Rest of State

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 reasonable, cost effective and consistent with the scope of services described in the program narrative.
- In addition to the appropriate program related staff, it is strongly recommended that agencies hire or ensure that qualified staff with the appropriate data management skills and educational background are available to provide staff training in and conduct system administration, collect and input data, report and extract generations and time submission, assure security and confidentiality of data, provide quality control and technical support.
- d) Provide a brief narrative justification for each item.
- e) The Budget Justification should identify how the percentage of staff time devoted to the proposed program was determined. **For Component C ONLY, if exceeding the 40 percent cap for clinician effort, a compelling justification should be provided.**
- f) Successful applicants will be required to maximize third party revenue for HIV counseling, testing, medical care, and other reimbursable services. Each grantee will be required to track revenue which is generated by the grant-funded HIV program, and make this revenue available to the grant-funded program, either to expand HIV services or to offset other expenses incurred by the contractor that are directly related to the HIV program. AIDS Institute approval is required to allocate third party revenues generated by a grant-funded HIV program. *Revenue that is generated by clinicians should be reflected in the “Third Party Revenue” column of the budget of the application. (See Attachment 20, Budget Forms and Instructions.)*
- g) Applicants should demonstrate a budget that supports the proposed activities at the proposed location(s).
- h) Funding may be requested under the administrative cost line to support a portion of the agency’s overall organizational structure to the extent that it allows a funded applicant to implement program activities. This includes funding for administrative and fiscal staff, supervisors and support personnel and other than personal service costs such as a share of space, supplies, telephone, and other expenses indirectly associated with program implementation and service delivery. ***Administrative costs may not exceed 10 percent 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.
- i) ***Funding may only be used to expand existing activities and create new activities pursuant to this RFA. Funds may not be used to supplant funds for currently existing staff and activities.*** However, agencies currently funded by the AIDS Institute to provide health care services for women and adolescents/young adults may apply for continuation and/or modification of program services. Currently funded Centers of Excellence in Pediatrics should consider applying for Component B to address the needs of their aging population.
- j) Ineligible items are those items not fundable under existing state and federal guidance. The budget amount requested will be reduced to reflect the removal of ineligible items.

- k) Attach a copy of the agency's most recent Yearly Independent Audit.
- l) ***Limits on Grant Funding for Clinicians for Components A and B:*** Each program should have a designated clinician to provide oversight of the proposed program. Grant funding may be used to support up to 25 percent of this clinician's time for administrative and clinical oversight of the program including care coordination, continuous quality improvement activities, training, program development and management, and participation in case conferences. Other clinical staff may be included on the budget, but all budgeted clinician time may not exceed a total of 40 percent full time effort.

C. ATTACHMENTS TO THE APPLICATION

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

- Application Cover Page (Attachment 8)
- Application Checklist (Attachment 9)
- Letter of Commitment from the Executive Director or Chief Executive Officer (Attachment 6)
- Letter of Commitment from the Board of Directors, if applicable (Attachment 7)
- Budget Forms and Justification (Attachment 20) for Component A, B and C
- Population(s)/Caseload Form (Attachment 15)
- Core Services and Required Linkages (Attachment 14A, B or C)
- Clinic Site(s), Address, Day(s) and Hour(s) of Operation (Attachment 16)
- Agency Capacity and Staffing Information (Attachment 17)
- Organizational Chart
- Funding History for HIV Services (Attachment 13)
- Implementation of AIDS Institute Reporting System (AIRS) (Attachment 18)
- Electronic Medical Records (EMR), if applicable (Attachment 19)
- Resumes of Key Program Staff
- Vendor Responsibility Questionnaire, if not submitted online (Attachment 11)
- Vendor Responsibility Attestation (Attachment 12)
- Most Recent Yearly Independent Audit

IX. 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 the 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.

Award amounts will be based on the following factors, minus ineligible expenses:

- Geographic region/area and population to be served
- Scope of activities and services to be provided
- Number of clients/families to be served

The maximum award amounts per component, anticipated amounts of individual awards and regional coverage considerations are outlined in Section II of the RFA. Awards will be made as described by Component in that section.

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 might be invited to meet with AIDS Institute staff to distinguish 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 no later than three months from the date of the award(s) announcement. This debriefing will be limited to positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found on their website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

Number of HIV-Positive Women Giving Birth and Rate per 100 Tested Births*
2003 - 2005 and 2006 - 2008

Ryan White Care Region of Residence	2003 - 2005			2006 - 2008			Total 2003-2008		
	Number Positive	Number Tested	Percent Positive	Number Positive	Number Tested	Percent Positive	Number Positive	Number Tested	Percent Positive
New York City Total	1,507	342,067	0.44	1,291	350,352	0.37	2,798	692,419	0.40
Bronx	540	64,314	0.84	491	65,588	0.75	1,031	129,902	0.79
Kings	498	114,337	0.44	434	119,382	0.36	932	233,719	0.40
New York	245	59,343	0.41	162	59,797	0.27	407	119,140	0.34
Queens	198	87,862	0.23	181	89,315	0.20	379	177,177	0.21
Richmond	26	16,211	0.16	23	16,270	0.14	49	32,481	0.15
Rest of State Total	408	369,080	0.11	330	359,827	0.09	738	728,907	0.10
Albany	50	43,839	0.11	48	43,450	0.11	98	87,289	0.11
Buffalo	55	48,525	0.11	45	46,994	0.10	100	95,519	0.10
Central	49	55,488	0.09	42	55,954	0.08	91	111,442	0.08
Hudson Valley	129	78,942	0.16	98	76,490	0.13	227	155,432	0.15
Nassau-Suffolk	86	100,704	0.09	70	95,914	0.07	156	196,618	0.08
Rochester	39	41,582	0.09	27	41,025	0.07	66	82,607	0.08
Out of State/Unknown	17	14,675	0.12	18	15,177	0.12	35	29,852	0.12
New York State Total	1,932	725,822	0.27	1,639	725,356	0.23	3,571	1,451,178	0.25

* Data exist for deliveries where the first infant of a live birth lived to provide a suitable specimen, subsequent infants and unsuitable specimens are NOT represented.

New York State Comprehensive Newborn Screening Program; data provided by the Bureau of HIV/AIDS Epidemiology.

**New York State Department of Health
Adolescent Sexual Health Education
Guiding Principles**

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

Youth-Centered

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

Strength-Based

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

Comprehensive

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

Evidence-Based

Effective sexual health education interventions are those that have been proven effective by demonstrating positive effects on behavior with the intended participants.

Skills-Driven

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

Developmentally Appropriate

Sexual health education provides information and skills that are appropriate to the physical, intellectual and emotional developments, as well as the sexual orientation, of the intended participants.

Culturally Appropriate

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

Support by Parents, Families and Communities

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

Facilitate Access to Health and Support Services

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

Measurable Outcomes

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

RYAN WHITE GUIDANCE FOR PART B CONTRACTORS

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

RYAN WHITE SERVICE CATEGORIES

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

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

CORE SERVICES

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

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

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

SUPPORT SERVICES, defined as services needed to achieve outcomes that affect the HIV-related clinical status of a person with HIV/AIDS. Support services must be shown to improve clinical outcomes. Support services must facilitate access to care. Allowable support services are:

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

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

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

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

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

23. Pediatric developmental assessment and early intervention services, defined as the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children.
24. Permanency planning, defined as the provision of services to help clients or families make decisions about placement and care of minor children after the parents/caregivers are deceased or are no longer able to care for them.
25. Voter registration activities.
26. Costs associated with incorporation.
27. Herbal supplements/herbal medicines.
28. Massage and related services.
29. Reiki, Qi Gong, Tai chi and related activities.
30. Relaxation audio/video tapes.
31. Yoga, yoga instruction, yoga audio/video tapes, yoga/exercise mats.
32. Acupuncture services.
33. Buddy/companion services.
34. International travel.
35. Construction.
36. Lobbying expenses.

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

CLIENT ELIGIBILITY

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

Non-infected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent secures medical care or support services.

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

TIME AND EFFORT REPORTING

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

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

ADMINISTRATION

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

Administration includes the following:

1. **Management and oversight of specific programs funded under Part B:** This includes

staff who have agency management responsibility but no direct involvement in the program or the provision of services. This does not include the direct supervision of program/clinical staff. However, management and oversight of the specific Part B program could be a portion of an individual's responsibilities. For example, a program director or project coordinator might have responsibility for indirect management and oversight of the program along with responsibility for the direct provision of services, supervising day-to-day program operations, or direct supervision of staff involved in the provision of services. In such a case, the former would be considered administrative, while the latter would be considered direct program. Titles that might involve management and oversight duties may include: Executive Director, Deputy Executive Director; Program Manager, Program Coordinator, Clinic Manager, etc.

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

(general liability, board insurance).

6. **Indirect:** This includes usual and recognized overhead, including established indirect cost rates. Examples of such costs are rent, utilities, etc. Indirect costs are those shown in the budget's "administrative costs" line.

With regard to numbers 1 through 5 above, contractors must submit detailed duties descriptions. If staff spend portions of the time supported by the contract on administrative activities, contractors must identify the percentage of time devoted to those activities so the AIDS Institute is able to identify the amount of the budget that supports administration. Contractors should also ensure that staff titles are consistent with their duties. For example, the title "Administrative Assistant" should not be used if the majority of the staff person's duties are program related. A more appropriate title might be "Program Assistant." Contract managers will work with contractors to ensure that titles reflect the duties of staff.

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

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

REVENUE/PAYER OF LAST RESORT

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

The Ryan White law includes language relating to Medicaid and other third-party revenues.

Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be “utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made...” by programs and sources other than Ryan White.

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

“The contractor agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health’s HIV Primary Care Medicaid Program, and reimbursement for services for the uninsured and underinsured through ADAP Plus. If eligible, Contractor agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in the Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder.) The contractor further certifies that any and all revenue earned during the term of the Agreement as a result of the services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the Contractor for reimbursement. The Contractor shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of HRI and the New York State Department of Health AIDS Institute.”

I. Revenue Policy Goals

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

State Revenue Policy

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

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

Ryan White Revenue Policy

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

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

Analysis

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

The Medicaid program includes two dedicated HIV reimbursement programs. Hospitals with Designated AIDS Centers have access to a seven-tier rate structure that includes a full range of clinical visits. The HIV Primary Care Medicaid Program provides enhanced reimbursement for HIV counseling and testing and a more limited range of clinical visits. The enhanced rates are bundled and priced; they include labor costs for a defined set of diagnostic and treatment

procedures as well as the costs of tests and ancillary services commonly needed by persons with HIV. The rates paid by the ADAP Plus uninsured program are based on the two Medicaid rate structures. HIV Medicaid rates for diagnostic and treatment centers, including community health centers and free-standing substance abuse treatment programs, have been frozen since 1995.

There is general recognition among medical and mental health experts of the need to integrate physical and mental health services.¹ In response to this need, HRSA's Bureau of Primary Health Care launched an initiative to integrate physical care and mental health and chemical dependency services in all Section 330 programs. According to Kirk Strosahl, Ph.D., the lead consultant for the HRSA initiative, primary care physicians already provide 50 percent of all mental health care in the United States and prescribe 67% of psychoactive agents and 80% of antidepressants. Moreover, only one in four patients referred to specialty medical health or chemical dependency care make the first appointment.

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

Uncovered Services

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

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

Health care for persons living with HIV is intensive clinically and behaviorally. HIV clinicians

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

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

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

Mobile Medical Units

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

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

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

AIDS Institute Ryan White Revenue Policy - Article 28 Facilities

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

- The program must meet core state revenue requirements regarding the maximization and tracking of third-party revenues and the reallocation of such revenues to the HIV program with AIDS Institute approval.

- When necessary to ensure full coverage of services for persons with HIV, revenues from both state and Ryan White funding streams will be used to support grant-funded programs.
- Ryan White funding will be used to support members of the multidisciplinary team who provide services not covered by Medicaid and ADAP Plus (see above).
- Ryan White funding may be used to support up to 20 percent of a clinician’s time for program development and direction, quality improvement, education and training, provision of adherence and risk-reduction services and case conferencing with other members of the multi-disciplinary team. The 20 percent limit does not apply to clinicians whose job description is primarily programmatic. The budget should reflect the revenue generated by the clinician as an in-kind contribution to the program.
 - Based on a program’s capacity to generate Medicaid and ADAP third party revenue, limits on grant funding for physicians, nurse practitioners and physician assistants operating from mobile outreach medical units may be waived.

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

Analysis

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

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

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

- HIV program direction and development, including a dedicated quality improvement program;

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

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

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

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

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

New York State HIV Quality of Care Program Standards

The New York State Department of Health AIDS Institute is committed to promoting the quality of HIV clinical care and supportive services delivered to people with HIV in New York State. To achieve this objective the NYS HIV Quality of Care Program encompasses the following components: development of standards used in clinical practice guidelines, performance measurement of clinical care and services, capacity building of providers for quality management, quality improvement coaching and consultation, sharing of quality resources, and dynamic collaboration with clinical experts and consumer representatives.

In collaboration with external stakeholders and impacted communities, the NYS HIV Quality of Care Program will improve the health and well-being of people living with HIV and AIDS in New York State, consistent with the mission of the AIDS Institute, the Ryan White Treatment Modernization Act requirements and recognized standards of care, to accelerate measurable and continuous progress toward effective and consumer-centered services.

The following New York State HIV Quality of Care Program Standards are applicable to all HIV programs in New York State:

'The HIV service delivery program requires development and implementation of a formal quality management program that embraces quality improvement (QI) philosophy. The components of the HIV quality management program are.'

A) Infrastructure of HIV Quality Management Program:

'The infrastructure of the HIV-specific quality management program requires committed leadership that supports ongoing quality improvement activities, an active quality management committee that includes key stakeholders across all disciplines with clear indications of their responsibilities, a written quality management plan that is routinely updated, a work plan to facilitate the implementation of the annual quality management plan, and strategies to routinely evaluate the quality management program.'

The HIV quality management committee is accountable for all HIV-specific quality improvement activities, development of annual quality goals, prioritization of key quality indicators for review, communication of HIV findings with staff and stakeholders, and routine evaluation and assessment of the quality management program. The committee membership includes staff representing all key medical and non-medical services. The committee meets routinely, at least every other month, and links the HIV quality program to the institution's overall quality program.

Each HIV quality management program has a written annual quality management plan that is reviewed and updated routinely by the quality management committee. The plan includes the following elements: 1) quality statement describing the overall mission of the quality management program; 2) description of the quality management infrastructure including the quality committee, its membership, and leadership; 3) performance measurement plan describing indicators and data collection methodologies; 4) annual quality goals based on program priorities; 5) process for training and engagement of staff, consumers, and stakeholders; and 6)

procedure for evaluation of the quality management program. The plan is shared with staff and consumers to generate buy-in and involvement in the quality management program and its activities. To facilitate the implementation of the annual quality management plan, a work plan is developed with detailed timetable and accountabilities.

B) Performance Measurement

'Performance measurement occurs routinely for the expressed goal of improving HIV care and services. Indicators that address clinical and non-clinical services as prioritized by the HIV program are clearly defined. A plan to improve performance based on data findings is in place. An information system is in place to track patient care and measure quality of HIV care.'

Performance indicators guide the development and implementation of quality improvement activities. The performance indicators are described in the quality management plan, including definitions, desired health outcomes, and frequencies of data collection. Indicators are updated at least annually to reflect current standards of care.

The HIV program measures the quality of care at least annually and with more frequency for those indicators that indicate a need for improvement and are prioritized in the quality management plan. Indicators are chosen based on internal HIV program priorities and external expectations.

Performance data results are reviewed during quality committee meetings and are used to direct improvement activities. An action plan to address low performance data results includes a description of implementation steps, specific responsibilities, and timetable. Performance data are shared with staff, patients, and key stakeholders.

The HIV program has a functional information system (manual or electronic) in place to track patients and patient care, that is used to assess the quality of HIV care. The information system has the ability to produce meaningful quality of care information reports that include patient-specific, as well as aggregate data. Routine evaluation of clinical information systems occurs to allow for upgrades as needed.

C) Quality Improvement Activities

'Quality improvement activities are conducted based on performance data results. Specific quality improvement projects are undertaken which include action steps and a mechanism for integrating them into routine activities. Quality improvement teams include cross-functional representation.'

Each HIV program selects at least one new improvement project annually. Improvement activities are identified and prioritized by the quality management committee and based on low performance scores, external expectations, consumer and staff input.

The quality committee oversees the progress of internal quality initiatives and external audit findings.

Quality improvement teams with cross-functional representation are formed to address specific quality improvement opportunities and monitor changes as indicated. Results of quality improvement projects are presented to the HIV quality management committee, shared among staff and consumers, and used for future planning.

D) Staff Involvement

‘Staff are actively involved in the HIV quality management program and its quality improvement activities. The participation in the quality program is part of job expectations. Provisions are made for ongoing staff education and training about quality improvement.’

Members of different professional disciplines and programmatic backgrounds are included in the quality management committee membership and quality improvement activities.

The involvement of staff in the quality management program is integrated into job expectations and descriptions.

The objectives, progress, and results of quality activities are routinely communicated to staff to increase awareness and participation in the HIV quality program.

At a minimum, annual quality improvement trainings or updates addressing relevant quality improvement topics are provided to staff.

E) Consumer Involvement

‘Consumers participate in quality-related activities.’

Program activities are informed by consumer input and feedback. Consumers may identify additional concerns and issues for improvement of HIV care. Consumer participation in quality activities may include: membership on the HIV quality management committee, participation on quality improvement teams, reviewing performance data and quality improvement activities, linking the consumer advisory committee with the quality management committee, implementing specific quality improvement activities, and assisting other consumers in building the necessary skills to partner with their health care provider and improve their health outcomes.

The quality program assesses consumer needs and satisfaction at least annually and consumer feedback and findings are formally integrated into quality improvement activities.

**Sample
Letter of Interest to Apply**

Date:

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

Re: RFA #09-0006 Family-Focused HIV Health Care for Women and HIV Health Care and Related Services for Adolescents and Young Adults

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.

Component(s): Check the component(s) you are planning to apply for.

- Component A: Family-Focused HIV Health Care for Women
- Component B: Adolescent/Young Adult HIV Specialized Care Center
- Component C: Youth Access Program

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

New York City:

- Bronx
- Brooklyn
- Manhattan
- Queens and Staten Island

Rest of the State:

- Long Island
- Hudson Valley
- Northeastern New York
- Central New York
- Western New York

The application will be submitted and received at the designated address on or before the deadline of 5:00 p.m. on the day posted on the cover of the RFA as the "Applications Due" date.

Sincerely,

Name
Title
Address
Email

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

Date:

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

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 “Family-Focused HIV Health Care for Women and HIV Health Care and Related Services for Adolescents and Young Adults”, Request for Applications, Solicitation #09-0006.

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):

For Component A:

- Is licensed by the New York State Department of Health under Article 28 of the Public Health Law
- Is registered as a not-for-profit 501(c) (3) health care organization
- Provides on-site services for OB/GYN and adult HIV care
- Proposes to provide clinical HIV services to at least 150 HIV-positive women annually age 25 and older if proposing services in New York City, or at least 75 HIV-positive women annually age 25 and older if proposing services outside of New York City.

For Component B:

- Is licensed by the New York State Department of Health under Article 28 of the Public Health Law
- Is registered as a not-for-profit 501(c) (3) health care organization.
- Proposes to serve a caseload of at least 50 HIV-positive adolescents/young adults in New York City or proposes to serve a caseload of at least 30 HIV-positive adolescents/young adults outside of New York City annually.

For Component C:

- Is licensed by the New York State Department of Health under Article 28 of the Public Health Law
- Is registered as a not-for-profit 501(c) (3) health care organization.

OR

For Component C:

- Is registered as a not-for-profit 501 (c) (3) community-based organization
- Health care services will be rendered by a health care organization licensed by the New York State Department of Health under Article 28 of the Public Health Law.

Sincerely,

Name
Executive Director or Chief Executive Officer
Applicant Agency Name
Address

**Sample
Letter of Commitment from Board of Directors
(if applicable, not required of hospitals)**

Date:

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

Dear Ms. White:

This letter certifies that the Board of Directors of (*Applicant Organization*) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the “Family-Focused HIV Health Care for Women and HIV Health Care and Related Services for Adolescents and Young Adults”, Request for Applications, Solicitation #09-0006.

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

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

For Component A:

- Is licensed by the New York State Department of Health under Article 28 of the Public Health Law
- Is registered as a not-for-profit 501(c) (3) health care organization
- Provides on-site services for OB/GYN and adult HIV care
- Proposes to provide clinical HIV services to at least 150 HIV-positive women annually age 25 and older if proposing services in New York City, or at least 75 HIV-positive women annually age 25 and older if proposing services outside of New York City.

For Component B:

- Is licensed by the New York State Department of Health under Article 28 of the Public Health Law
- Is registered as a not-for-profit 501(c) (3) health care organization.
- Proposes to serve a caseload of at least 50 HIV-positive adolescents/young adults in New York City or proposes to serve a caseload of at least 30 HIV-positive adolescents/young adults outside of New York City annually.

- For Component C:
- Is licensed by the New York State Department of Health under Article 28 of the Public Health Law
 - Is registered as a not-for-profit 501(c) (3) health care organization.

OR

- For Component C:
- Is registered as a not-for-profit 501 (c) (3) community-based organization
 - Health care services will be rendered by a health care organization licensed by the New York State Department of Health under Article 28 of the Public Health Law.

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: Family-Focused HIV Health Care for Women**

_____ **COMPONENT B: Adolescent/Young Adult Specialized Care Center**

_____ **COMPONENT C: Youth Access Program**

Amount Requested: \$ _____

Service Region*** - Identify the region you are applying for per the regional distribution charts in Section II of the RFA:

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.**

*******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.

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 8)
- Application Checklist (Attachment 9)
- Letter of Commitment from the Executive Director or Chief Executive Officer (Attachment 6)
- Letter of Commitment from the Board of Directors, if applicable (Attachment 7)
- Application Content:

Not to exceed 19 double-spaced pages of text:

- Program Summary
- Statement of Need
- Applicant Experience and Capability
- Program Services
- Program Model
- Staffing Plan and Qualifications
- Evaluation and Quality Improvement (QI)

- Budget and Justification (Attachment 20)
- Population(s)/Caseload Form (Attachment 15)
- Core Services and Required Linkages (Attachment 14A, B or C)
- Clinic Site(s) Address and Day(s) and Hours of Operation (Attachment 16)
- Agency Capacity and Staffing Information (Attachment 17)
- Organizational Chart
- Funding History for HIV Services (Attachment 13)
- Implementation of AIDS Institute Reporting System (AIRS) (Attachment 18)
- Electronic Medical Records (EMR) (Attachment 19), if applicable
- Resumes of Key Program Staff

Application Checklist
(Continued)

- Vendor Responsibility Questionnaire (Attachment 11) – Required only if you choose not to submit on-line
- Vendor Responsibility Attestation Form (Attachment 12)
- Most Recent Yearly Independent Audit

Please make sure that your application adheres to the submission requirements for format. Points will be deducted for failing to adhere to these requirements as indicated in Section VIII of the RFA.

Standard State Contract with Appendices

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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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 _____

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.

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.

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address): _____	.	NYS COMPTROLLER'S NUMBER: _____
	.	
	.	ORIGINATING AGENCY CODE: _____
	.	
CONTRACTOR (Name and Address): _____	.	TYPE OF PROGRAM(S) _____
	.	
	.	
FEDERAL TAX IDENTIFICATION NUMBER: _____	.	INITIAL CONTRACT PERIOD FROM: TO: FUNDING AMOUNT FOR INITIAL PERIOD: _____
	.	
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. _____	.	MULTI-YEAR TERM (if applicable): FROM: TO:
	.	
CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION _____	.	

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX 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 _____	_____

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 Health Research, Inc. Contract with Attachments

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

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

2. Allowable Costs/Contract Amount -

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

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

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

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

3. Administrative, Financial and Audit Regulations –

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

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

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

c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 8;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

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

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

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

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

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

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

7. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

8. Insurance -

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

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

- 1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.
- 2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.
- 3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.
- 4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

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

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

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

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

c) The insurance in b) above shall:

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

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

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

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

10. Title -

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

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

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

12. Non-Discrimination -

a) The Contractor will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. The Contractor has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges

of employment against (including harassment of) any of its employees by any of its other employees, including, but not limited to managerial personnel, based on any of the factors listed above.

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

c) The Contractor shall comply with all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of service.

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

14. Site Visits and Reporting Requirements -

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

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

15. Miscellaneous -

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

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

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

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

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

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

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

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

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

16. Federal Regulations/Requirements Applicable to All HRI Agreements -

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

- (a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- (b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- (c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service

regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

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

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

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

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

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

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

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

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

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

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of

Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications

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

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

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply,

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

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

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

ATTACHMENT B
PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE

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

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

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

- a) The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
- b) The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent secures medical care or support services.

4. **Confidentiality:**

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

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

5. **Evaluation and Service Coordination**

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

6. **Publication:**

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

7. Third-Party Reimbursement: The Contractor agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management, and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health’s HIV Primary Care Medicare Program and reimbursement for services for the uninsured and underinsured through ADAP Plus. If eligible, contractor agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of

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

the primary care services reimbursable thereunder.) The Contractor further certifies that any and all revenue earned during the Term of this Agreement as a result of services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the Contractor for reimbursement. The Contractor shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of HRI and the New York State Department of Health AIDS Institute.

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

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

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

Attachment "C"

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

I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the HRI/New York State Dept. of Health.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164. Information regarding HIPAA can be found on the web at www.hhs.gov/ocr/hipaa/.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet

the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

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

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

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

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

V. Permissible Requests by Covered Program

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

VI. Term and Termination

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

- (b) *Effect of Termination.*
 - (1) Except as provided in paragraph (b)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is not possible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction not possible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

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

VIII. Miscellaneous

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

ATTACHMENT D

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

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

(4) measures to ensure that staff working with personal health related information secure such information from casual observance or loss and that such documents or files are returned to confidential storage on termination of use;

(5) measures to ensure that personal health related information is not inappropriately copied or removed from control;

(6) measures to provide safeguards to prevent discrimination, abuse or other adverse actions directed toward persons to whom personal health related information applies;

(7) measures to ensure that personal health related information is adequately secured after working hours;

(8) measures to ensure that transmittal of personal health related information outside of the contractor, subcontractor or other agent of the Department of Health AIDS Institute is in accordance with law, Department of Health regulation and policy;

(9) measures to protect the confidentiality of personal health related information being transferred to other units within the contractor, subcontractor or other agent's operation; and

(10) measures to ensure that documents or files that contain personal health related information that are obsolete or no longer needed are promptly disposed of in such a manner so as to not compromise the confidentiality of the documents.

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

7. Employee Training

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

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

(1) examine documents or computer data containing personal health related information unless required in the course of official duties and responsibilities;

(2) remove from the unit or copy such documents or computer data unless acting within the scope of assigned duties;

(3) discuss the content of such documents or computer data with any person unless that person had authorized access and the need to know the information discussed; and,

(4) illegally discriminate, abuse or harass a person to whom personal health related information applies.

8. Employee Attestation.

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

ATTACHMENT E

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

Interim Revisions June 1992

1. Basic Principles

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

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

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

Section 2500 Use of Funds:

(b) CONTENTS OF PROGRAMS - All programs of education and information receiving funds under this title shall include information about the harmful effects of promiscuous sexual activity and intravenous substance abuse, and the b benefits of abstaining from such activities.

(c) LIMITATION - None of the funds appropriated to carry out this title may be used to provide education or information designed to promote or encourage, directly, homosexual or heterosexual sexual activity or intravenous substance abuse.

(d) CONSTRUCTION - Subsection (c) may not be construed to restrict the ability of an education program that includes the information required in subsection (b) to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of, the etiologic agent for acquired immune deficiency syndrome, provided that any informational materials used are not obscene"

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

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

2. Program Review Panel

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

- (1) Understand how HIV is and is not transmitted; and
- (2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attribution Statement for Grantees' HIV Prevention Messages

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

GENERAL AUDIENCES:

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

SCHOOL SETTINGS:

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

STREET OUTREACH/COMMUNITY SETTINGS:

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

INDIVIDUAL AND GROUP COUNSELING:

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

COMMENTS

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

**Vendor Responsibility Questionnaire and Instructions for
Completing the Vendor Responsibility Questionnaire**

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.

**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 ext.	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number ext.	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

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: _____

Funding History for HIV Services (past 3 years)

In the space provided, **list all funding received by your agency for HIV services within the past three years**. Include the purpose of the funding, term of the contract, award amount, final total expenditures and any program/fiscal deficiencies noted by the sponsor during the contract period. Include additional pages as necessary.

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

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

Component A – Family-Focused HIV Health Care for Women
Core Services and Required Linkages Chart

Core Program Services Required On-Site

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
Comprehensive medical services including:				
✓ Adult HIV primary care				
✓ Gynecological/obstetrical care ⇒ Coordinated with a clinician with HIV expertise, especially for the ARV management of pregnant women ⇒ Including reproductive health and preconception care for women of childbearing age and screening for sexually transmitted diseases				
✓ Client-centered treatment adherence education				
✓ Risk assessment and risk reduction services for HIV, STDs, hepatitis, other chronic diseases and substance use, e.g. drug, alcohol, tobacco				
✓ Assessments for mental health, nutrition and wellness programs, e.g., physical activity				
✓ Domestic violence/trauma screening				
✓ Co-morbid disease management, e.g., hepatitis C, diabetes, cardiovascular disease				

Component A – Family-Focused HIV Health Care for Women
Core Services and Required Linkages Chart

Core Program Services Required On-Site

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
✓ Multidisciplinary case conferences				
✓ Self-management support and skills building				
✓ HIV counseling and testing of family members				
✓ Partner services (see service definitions)				
Mental health services, such as those that focus on addressing issues of trauma, substance use, disclosure and family issues. Services may include counseling for individuals, couples/partners, families and/or groups. (See Section V. Service Definitions for qualifications.)				
Support services necessary to assist women to remain engaged in care, including patient navigation				
Medical case management				
HIV-related care for exposed infants, e.g., MTCT prophylaxis, diagnostic testing and PCP prophylaxis				

**Component A – Family-Focused HIV Health Care for Women
Core Services and Required Linkages Chart**

Required Linkages if Services Not On-Site
(Applicant should have linkage agreements on file with these agencies)

Services	Name(s) of Agency(s) or Program(s) Primarily Providing Service	Provider will be (check one):	
		On-site	Linkage Agency
Specialty care other than gynecologic and obstetrical care			
HIV prevention programs for family members (including counseling and testing for those family members who choose not to test on-site)			
Psychiatric treatment and psychotropic medication management			
Community-based case management, including COBRA Community Follow-Up Programs			
Clinical trials and appropriate study/treatment protocols			
Developmental psychological services for children			
Substance use treatment services			
Nutritional services			
Dental services			
Inpatient care			

**Component A – Family-Focused HIV Health Care for Women
Core Services and Required Linkages Chart**

Required Linkages if Services Not On-Site
(Applicant should have linkage agreements on file with these agencies)

Services	Name(s) of Agency(s) or Program(s) Primarily Providing Service	Provider will be (check one):	
		On-site	Linkage Agency
Home health services			
Housing			
Legal assistance including immigration and future care/custody/guardianship services for dependent children			

**Component B – Adolescent/Young Adult HIV Specialized Care Center
Core Services and Required Linkages Chart**

Core Program Services Required On-Site

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
Client inreach and outreach				
Risk assessment and risk reduction services for HIV, STDs, hepatitis, other chronic diseases and substance use, e.g. drugs, alcohol and tobacco				
HIV counseling and testing (rapid testing should be available)				
Partner services (see service definitions)				
Comprehensive medical services, including:				
✓ HIV primary medical care				
✓ Gynecologic care (sexually active women and/or 18 years of age and older) with referrals for specialty gynecological care, including colposcopy				
✓ Screening and treatment for sexually transmitted diseases				
✓ Family planning services and reproductive health care for both women and men				

**Component B – Adolescent/Young Adult HIV Specialized Care Center
Core Services and Required Linkages Chart**

Core Program Services Required On-Site

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
✓ Nutritional assessments				
✓ Mental health and substance use assessments by clinical staff				
✓ Client-centered treatment education and adherence monitoring				
✓ Health promotion counseling, including the importance of adherence to care, good nutrition, physical activity and avoidance of harmful substances including tobacco				
Domestic violence/trauma screening with referral to services, as needed				
Medical case management, including assessment, reassessments, service planning and referral to/ongoing communication with community-based case management programs, when appropriate				
Mental health services, such as those that focus on addressing issues of trauma, substance use, disclosure and family issues. Services may include counseling for individuals, couples/partners, families and/or groups. (See Section V. Service Definitions for qualifications.)				
Crisis intervention				

**Component B – Adolescent/Young Adult HIV Specialized Care Center
Core Services and Required Linkages Chart**

Core Program Services Required On-Site

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
Transition planning services to adult care with emphasis on adolescent/young adult self-management skills				
Peer support groups and skills building/educational programs to foster greater independence in young people				
Concrete supportive services, such as transportation assistance and language interpretation				
Substance use counseling				
Multidisciplinary case conferencing				

**Component B – Adolescent/Young Adult Specialized HIV Care Center
Core Services and Required Linkages Chart**

Required Linkages if Services Not On-Site
(Applicant should have linkage agreements on file with these agencies.)

Services	Title(s)/Name(s) of Provider(s) Primarily Providing Service	Position will be (check one):	
		On-site	Identify Linkage Established
Community-based case management, including COBRA Community Follow-Up Programs			
Oral health services			
Specialty gynecologic and obstetrical care			
Substance use treatment services			
Domestic violence services/shelters			
Psychological/developmental services			
Psychiatric treatment and psychotropic medication management			
Adolescent HIV prevention programs			
Clinical trials and appropriate study/treatment protocols			
Medical specialty care			
Youth-oriented housing programs			

**Component B – Adolescent/Young Adult Specialized HIV Care Center
Core Services and Required Linkages Chart**

**Required Linkages if Services Not On-Site
(Applicant should have linkage agreements on file with these agencies.)**

In-patient, home health, and chronic care			
Schools and General Education Diploma (GED) programs			
Vocational/career planning services			
Recreational/afterschool programs, e.g., Girls/Boys Clubs, YMCA programs, Police Athletic League (PAL) and Christian Youth Organization (CYO)			
Legal services			
Insurance/benefits assistance			

**Component C – Youth Access Program
Core Services and Required Linkages Chart**

**Core Program Services Required On-Site
(At the community-based location or mobile van site)**

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
Client recruitment/outreach				
HIV prevention and risk reduction services				
HIV counseling and testing (rapid testing should be available)				
Partner services (see service definitions)				
Immediate care for acute illnesses (e.g., strep throat)				
Screening and treatment for sexually transmitted diseases (STDs)				
Pregnancy testing, family planning and reproductive health care services (including the provision of a range of contraceptives or referral to a family planning agency for contraceptives)				
Screening and referral for treatment of tuberculosis and hepatitis A, B and C				
Immediate and limited access to pharmaceuticals to uninsured youth for acute illness, STDs or contraception				
Psychosocial assessments for health care and social service needs including domestic violence, mental health and substance use, with referral for services not provided on-site				

**Component C – Youth Access Program
Core Services and Required Linkages Chart**

**Core Program Services Required On-Site
(At the community-based location or mobile van site)**

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
Health promotion, including the importance of nutrition, physical activity and avoidance of harmful substances including tobacco				
Services to connect HIV-positive adolescents/young adults to HIV care or to assist in addressing other immediate medical or social service needs (e.g., tuberculosis, current domestic violence situation)				

**Component C – Youth Access Program
Core Services and Required Linkages Chart**

**Required Linkages if Services Not On-Site (At the community-based location or mobile van site)
(Applicant should have linkage agreements on file with these agencies.)**

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
Comprehensive case management for HIV-positive youth				
Social work services				
Mental health services				
Substance use counseling/treatment services				
Concrete supportive Services				
Programs serving LGBTQ Youth				
Domestic violence services/shelters				
Nutrition services				
Adolescent HIV prevention programs				
Youth-oriented housing programs				

**Component C – Youth Access Program
Core Services and Required Linkages Chart**

**Required Linkages if Services Not On-Site (At the community-based location or mobile van site)
(Applicant should have linkage agreements on file with these agencies.)**

Services	Number of Clients to be Served Annually	Name(s)/Title(s) of Position(s) Primarily Providing Service	Positions will be (check one):	
			Funded by this grant	In-kind
HIV Specialized Care Center(s) for HIV-positive adolescents/young adults (if available geographically) or a program offering comprehensive HIV ambulatory care services				
Hospital in-patient care				
Medical specialty care				
Educational/vocational programs				
Legal services				
Insurance/benefits assistance				

Population(s)/Caseload Form

Agency Name: _____

Current Caseload:

Total Proposed Caseload:

<u>Race/Ethnicity</u>	Current Number	Proposed Number
White, Non-Hispanic		
Latino/Hispanic		
American Indian/Alaskan Native		
Black/Non-Hispanic		
Asian/Pacific Islander		
Other		
*Subcategory Total		
<u>Gender</u>		
Female		
Male		
Transgender		
*Subcategory Total		
<u>Age</u>		
Less than 2		
2 - 12		
13 - 19		
20 - 24		
25 - 29		
30 - 39		
40 - 49		
50+		
*Subcategory Total		

*Each subcategory total must equal the total caseload number.

Applicant Name: _____

Clinic Site(s), Address, Day(s) and Hours of Operation

Please list all sites where services will be provided

Site Name	Site Address	Days of Operation	Hours of Operation

Agency Capacity and Staffing Information

(Attach additional pages as needed)

Identify and describe the staff responsible for Program and Clinical 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			
Clinical Oversight			
Administrative/Fiscal Oversight			
Information Systems <i>(Include Data Entry and IT Support Staff)</i>			
Quality/Evaluation			

For all other positions to be funded under this proposal, list their qualifications and duties related to proposed project.

Staff Person(s)/Position Title	Qualifications (Degrees, Licenses, Years/Type of Experience)	Description of Duties Related to the Proposed Project

What is your procedure for hiring? Include, on average, how long it takes for your agency to recruit and hire for vacant program, administrative and information systems positions.

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:**

ELECTRONIC MEDICAL RECORDS (EMR)

Agency Name: _____

Does your agency have an Electronic Medical Record (EMR) system? An EMR is defined as a digital medical record that keeps track of all the patient medical information that would typically be included in a paper chart. The AIDS Institute Reporting System (AIRS) or an electronic billing system is not considered an electronic medical record system.

Please respond directly on the attachment.

1. What is the EMR status for the HIV program?
 EMR currently in use
 Scheduled Plan for EMR Implementation
 No EMR and No Plans for Implementation

2. If your agency is using an EMR, what is the name of the EMR? If you agency has multiple systems in place to maintain various components of care, i.e., labs, medications, pharmacy, please list each accordingly. Also, please indicate if the EMR offers HL7 interfacing capabilities and if so, the version being used.

3. If your agency is in the process of implementing an EMR, or switching to another EMR, please indicate the name of the system, the status of implementation and projected completion date. Also, please indicate if the EMR will offer HL7 interfacing capabilities and if so, the version that will be used.

4. Who uses, or will use, the EMR?
 Physicians/Nursing Staff
 Case Managers/Social Workers
 Other: _____

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

(To be used for Solicitations)

Contractor: _____

Contract Period: _____

Federal ID #: _____

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

* If applicable to RFA

Fringe Benefits and Position Descriptions

Contractor:
Contract Period:
Federal ID #:

FRINGE BENEFITS

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

YES

Approved Rate (%) : _____

Contractor must attach a copy of federally approved rate agreement.

NO

Amount Requested (\$) : _____

Complete 2-6 below.

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

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

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

5. Date of most recently audited financial statements: _____

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

6. Requested rate and amount for fringe benefits:

Rate Requested (%) : _____

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

Amount Requested (\$) : _____

POSITION DESCRIPTIONS

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Position Descriptions (cont.)

Contractor:
Contract Period:
Federal ID #:

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

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

Subcontracts/Consultants

Contractor:
Contract Period:
Federal ID #:

SUBCONTRACTS/CONSULTANTS :

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

Agency/Name

Description of Services

Amount

Total : _____

Grant Funding from All Other Sources

Contractor:
Contract Period:
Federal ID #:

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

Funding Source	Total Funding Amount	Funding Period	Program Summary

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

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

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.