

**RFA #10-0001/FAU #1005131015**  
**New York State Department of Health (DOH)**  
**AIDS Institute**  
**and**  
**Health Research, Inc. (HRI)**

**REQUEST FOR APPLICATIONS (RFA)**

**HIV/STI AND HEPATITIS C PREVENTION AND SUPPORT SERVICES FOR INMATES AND  
INDIVIDUALS RETURNING TO THE COMMUNITY FROM NEW YORK STATE  
CORRECTIONAL FACILITIES**

**COMPONENT A:  
PROVISION OF HIV/STI AND HEPATITIS C PREVENTION AND SUPPORT SERVICES  
FOR INCARCERATED WOMEN AND WOMEN RETURNING TO THE COMMUNITY**

**COMPONENT B:  
PROVISION OF HIV/STI AND HEPATITIS C PREVENTION AND SUPPORT SERVICES  
FOR INCARCERATED MEN AND MEN RETURNING TO THE COMMUNITY**

**COMPONENT C:  
COMMUNITY SERVICES COORDINATION UPON RELEASE**

**COMPONENT D:  
PROVISION OF HIV/STI AND HEPATITIS C PREVENTION INFORMATION AND  
SUPPORT SERVICES THROUGH A PRISON HOTLINE**

**RFA Release Date:** August 24, 2010

**Deadline to Register for the Applicant Conference Calls:** September 1, 2010

**Applicant Conference Calls:** September 16, 2010  
Component A: 9:00 AM  
Component B: 11:00 AM  
Component C: 1:00 PM  
Component D: 3:00 PM

**Questions Due:** September 21, 2010

**RFA Updates and Questions and Answers Posted:** October 5, 2010

**Letters of Interest Due:** October 8, 2010

**Applications Due:** October 14, 2010

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## **I. INTRODUCTION**

The New York State Department of Health AIDS Institute (NYSDOH AI) and Health Research, Inc. (HRI) announce the availability of funding to support the provision of HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals Returning to the Community from New York State Correctional Facilities. The NYS DOH has a long standing collaborative relationship with the New York State Department of Correctional Services (NYS DOCS) regarding the implementation of prevention interventions and support services to incarcerated individuals and individuals being released to the community. This venture has facilitated the provision of peer education and training services, support services and community re-entry services. It is the intent of this RFA to provide support for this initiative and continue this partnership to address the HIV, STI, hepatitis C prevention and support needs of DOCS inmates and releasees. Providers currently funded via this Initiative (Criminal Justice Initiative) have to apply and successfully compete for continued funding.

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

- **COMPONENT A: SERVICES TO WOMEN**  
Provision of HIV/STI and hepatitis C prevention and support services for incarcerated women and women returning to the community;
- **COMPONENT B: SERVICES TO MEN**  
Provision of HIV/STI and hepatitis C prevention and support services for incarcerated men and men returning to the community;
- **COMPONENT C: COMMUNITY SERVICES COORDINATION UPON RELEASE**  
Provision of Re-entry Services to women and men; and
- **COMPONENT D: PRISON HOTLINE SERVICES**  
Provision of HIV/STI and hepatitis C related education and resources, and transitional planning for incarcerated individuals living with HIV/AIDS returning to the community through a prison hotline program.

Applicants may apply for funding under one or all four components: **Component A, B, C and/or D**. If an applicant applies for funding under more than one component, a separate and complete application for each component **must** be submitted. Please note that each component has a specific set of criteria and program requirements. Applicants are advised to carefully read the component for which they are applying and fully comply with that component's requirements.

**For Component A, B and/or C:** The NYS Department of Correctional Services (DOCS) facilities are organized into administrative regions referred to as HUBs, which are groups of neighboring facilities that share administrative support and program services (please see Attachment #1). A separate application **must** be submitted for each HUB where the applicant is proposing to provide interventions/services.

Applicants are to clearly indicate the HUB designation on the cover page of the application, which should be based on the single HUB where interventions/services are being proposed. HUB designations and selected facilities are defined under the **Available Funding per Component Section** of this RFA.

**Note:** NYSDOCS may open or close a facility within a HUB at any time, depending on operational needs. In the event that DOCS closes a facility or a portion of a facility and/or opens a different facility or portion of a facility, the proposed program submitted in response to this RFA may, as determined by the NYSDOH AIDS Institute, be redirected within the HUB. The NYSDOH AIDS Institute will work with the applicant to customize its approach to the successor facility.

Funding through this RFA will **not** support interventions and services for individuals incarcerated in county/city jails or juvenile detention settings. It is also **not** the intention of this RFA to fund services at NYSDOCS shock camps and temporary release programs such as work release.

The development of this RFA was guided and greatly aided by input received from a variety of resources. The AIDS Institute conducted a documentation review and held meetings to solicit input from community-based organizations (CBOs), government agencies, NYS Prevention Planning Group (PPG) members, consumers and ex-offenders. Information obtained from documents and from these meetings as well as the statewide regional listening forums which were advertised to consumers and providers contributed to the content of this RFA. Finally, this RFA is also informed by the lessons learned and best practices of the programs currently funded by the AIDS Institute to provide services to high risk incarcerated individuals and individuals returning to the community.

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

The purpose of this RFA is to fund HIV/STI and Hepatitis C Prevention and Support Services for High Risk Incarcerated Individuals and Individuals Returning to the Community. This RFA seeks to fund effective interventions and models of service delivery to meet the priority needs of individuals incarcerated in/released from NYS Department of Correctional Services facilities.

##### **Anticipated Outcomes:**

- To promote early diagnosis and advance the identification of HIV, STIs and hepatitis C for high risk incarcerated individuals and individuals returning to the community.
- To reduce stigma related to HIV and encourage the initiation of medical care and treatment.
- To support the implementation of systems and relationships to ensure HIV, STI and hepatitis C positive individuals are linked to appropriate prevention, care and treatment services.
- To reduce HIV, STI and hepatitis C acquisition and transmission by supporting and improving the ability of community based organizations to design, implement and evaluate

effective and culturally competent asset-based health education/prevention programs for incarcerated and formerly incarcerated individuals.

- To promote the program collaboration and service integration through collaboration with NYSDOCS, NYSDOH AI and other providers serving incarcerated and formerly incarcerated individuals.
- To enhance successful strategies for facilitating community re-entry by identifying needed prevention/support services and resources for HIV positive individuals upon release.

## **B. GUIDING PRINCIPLES**

Funded programs are expected to effectively engage high risk individuals incarcerated in state prisons and individuals returning to the community to provide HIV/STI and hepatitis C health education risk reduction and support services including early identification/intervention, education, peer training, anonymous HIV counseling and testing, transitional planning and community re-integration, with specific services provided either directly or by referral.

### **Successful applicants will:**

- Facilitate early identification of newly identified infections and ensure direct connection to medical care and linkage to partner services.
- Provide information and education to reduce HIV related stigma and to encourage the initiation of medical care and treatment.
- Offer activities designed to support and train peers utilizing the NYS AIDS Institute Inmate Peer Facilitator Training Curriculum to deliver HIV/STI and hepatitis C health education risk reduction information.
- Maximize the use of trained peers to recruit and promote educational programs to address the health education and prevention needs of incarcerated men and women at high risk for or living with HIV/STI and hepatitis C.
- Conduct outreach targeted to incarcerated individuals living with HIV but not in treatment, to decrease stigma, promote the benefits of treatment, and encourage the initiation of medical care.
- Provide services that strengthen the capacity of HIV positive individuals exiting NYS correctional facilities to address the barriers and challenges to successful community re-entry and that facilitate the achievement and maintenance of positive medical outcomes (e.g., treatment adherence, retention in care, etc.).

- Maintain active collaborative linkages (e.g., memorandum of understanding, letter of agreement) that result in facilitated access to the full range of prevention, health and support services needed upon community re-entry. Agreements should be relevant and current.
- Offer interventions and support services in appropriate languages—English, Spanish and other languages spoken by targeted populations.
- Support on-going training to ensure that staff and peers are up-to-date on the most recent information about HIV, STI, and hepatitis C transmission and treatment.
- Provide optimal coverage of the funded services for the proposed target population, as described below; within a NYS HUB (please see Attachment 1: Map of NYS DOCS Facilities by HUB).
- Implement effective evidence-based prevention interventions and maximize opportunities to address the social factors that facilitate transmission of HIV/STI and hepatitis C and that create barriers to reintegration including stigma, discrimination, social support, and resources.

### **C. AVAILABLE FUNDING BY COMPONENT**

Funds awarded under this solicitation are intended to create, supplement, enhance and expand services. Funds awarded under this solicitation may not supplant existing resources and services. Currently funded providers have to apply and successfully compete for continued funding for their programs.

The total annual funding available for all awards is **\$3,119,866**. Funding includes:

- \$ 2,211,694 in New York State (NYS) funding;
- \$ 518,839 in Health Resources and Services Administration (HRSA) Ryan White, Part B (HRI) funding; and
- \$ 389,333 in Centers for Disease Control and Prevention (HRI) funding.

NYSDOH and HRI reserve the right to revise the funding amounts as necessary due to changes in the availability of funding.

Contracts with State funding will be administered by NYSDOH and contracts with Federal funding will be administered by HRI.

#### **COMPONENT A: SERVICES TO WOMEN**

Awards will be commensurate with the scope of interventions and services to be provided only at selected facilities of the New York State Department of Correctional Services (NYSDOCS) where women are incarcerated (please see chart below for a list of those facilities by HUB). Awards will vary based on the proposed program scope, which will vary by HUB; the number of

facilities to be served within the HUB; the size of the population within the HUB; the number of clients to be served by the applicant; and, the overall intensity and number of interventions/services to be provided.

It is **not** the intention of this RFA to fund services at NYSDOCS shock camps and temporary release programs such as work release.

**Anticipated Funding:** It is anticipated that up to 2 awards will be made under Component A.

The maximum annual funding available for all awards under Component A is \$510,000.

To provide the optimal coverage of the funded interventions and services targeted to women, applicants are required to provide all of the required Intervention Categories at each of the correctional facilities in the HUB, as identified by the table below. The anticipated number of awards for each HUB is as follows:

| <b>HUB<br/>Facilities</b>                                    | <b>Number<br/>of<br/>Awards</b> | <b>Inmate<br/>Population<br/>(estimate)*</b> | <b>Required Intervention Categories<br/>at <u>Each</u> Facility</b>   | <b>Maximum<br/>Award for<br/>HUB</b> |
|--|---------------------------------|--|---|--------------------------------------|
| <b>Wende:<br/>Albion</b>                                     | 1                               | 874  | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Anonymous HIV Counseling and Testing, Referral and Partner Services<br>5) Transitional Planning for HIV Positive Women                                      | \$210,000                            |
| <b>Green Haven:<br/>Taconic<br/>Bedford Hills<br/>Beacon</b> | 1                               | 1,227  | <b>Taconic and Bedford Hills:</b><br>1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Anonymous HIV Counseling and Testing, Referral and Partner Services<br>5) Transitional Planning for HIV Positive Women | \$300,000                            |
|  |                                 |  | <b>Beacon:</b><br>1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Women  |                                      |

\* The size of inmate population has been provided as a reference. Source: NYS Department of Correctional Services

**Note: Component A applicants are not expected to provide all activities within the Intervention Category (as described on pages 23-26), but are required to provide all Intervention Categories within the HUB at each and all of the selected facilities targeted in the RFA. Applications that fail to follow this guidance will be deemed ineligible.**

**COMPONENT B: SERVICES TO MEN**

Awards will be commensurate with the scope of interventions and services to be provided only at selected facilities of the New York State Department of Correctional Services (NYSDOCS) where men are incarcerated (please see chart below for a list of those facilities by HUB).

Awards will vary based on the proposed program scope, which will vary by HUB; the number of facilities to be served within the HUB; the size of the population within the HUB; the number of clients to be served; and, the intensity and number of interventions/services to be provided.

It is **not** the intention of this RFA to fund services at NYSDOCS shock camps and temporary release programs such as work release.

**Anticipated Funding:** It is anticipated that up to 11 awards will be made under Component B. The maximum annual funding available for all awards under Component B is \$1,965,000.

To provide the optimal coverage of the funded interventions and services targeted to men, applicants are required to provide all of the required Intervention Categories **within a HUB**. Due to limited resources, all of the Intervention Categories do not need to be provided at each facility. The anticipated number of awards for each HUB is as follows:

| <b>HUB Selected Facilities</b>   | <b>Number of Awards</b> | <b>Inmate Population (estimate)*</b> | <b>Required Intervention Categories</b>  | <b>Maximum Award for HUB</b> |
|--|-------------------------|--------------------------------------|--|------------------------------|
| <b>Wende Buffalo (3):</b><br>Collins<br>Gowanda<br>Wende                               | 1                       | 3,511                                | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Men | \$150,000                    |
| <b>Wende Rochester (5):</b><br>Attica<br>Groveland<br>Livingston<br>Orleans<br>Wyoming | 1                       | 4,896                                | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Men | \$175,000                    |

| <b>HUB<br/>Selected<br/>Facilities</b>   | <b>Number<br/>of<br/>Awards</b> | <b>Inmate<br/>Population<br/>(estimate)*</b> | <b>Required Intervention Categories</b>  | <b>Maximum<br/>Award for<br/>HUB</b> |
|--|---------------------------------|--|--|--------------------------------------|
| <b>Elmira (6):</b><br>Auburn<br>Butler<br>Cayuga<br>Elmira<br>Five Points<br>Southport                   | 1                               | 6,928  | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV<br>Positive Men  | \$200,000                            |
| <b>Oneida (5):</b><br>Hale Creek<br>Marcy<br>Mid-State<br>Mohawk<br>Oneida                               | 1                               | 5,262  | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV<br>Positive Men<br>5) Anonymous HIV Counseling and<br>Testing, Referral and Partner Services | \$200,000                            |
| <b>Watertown<br/>(5):</b><br>Cape<br>Vincent<br>Gouverneur<br>Riverview<br>Ogdensburg<br>Watertown       | 1                               | 4,115  | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV<br>Positive Men<br>5) Anonymous HIV Counseling and<br>Testing, Referral and Partner Services | \$200,000                            |
| <b>Clinton (7):</b><br>Adirondack<br>Altona<br>Bare Hill<br>Chateaugay<br>Clinton<br>Franklin<br>Upstate | 1                               | 8,497  | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV<br>Positive Men<br>5) Anonymous HIV Counseling and<br>Testing, Referral and Partner Services | \$250,000                            |

| <b>HUB</b>   | <b>Number of Awards</b> | <b>Inmate Population (estimate)*</b> | <b>Required Intervention Categories</b>   | <b>Maximum Award for HUB</b> |
|--|-------------------------|--------------------------------------|---|------------------------------|
| <b>Great Meadow (6):</b><br>Coxsackie<br>Great Meadow<br>Greene<br>Hudson<br>Mt. McGregor<br>Washington        | 1                       | 5,971                                | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Men  | \$190,000                    |
| <b>Sullivan (7):</b><br>Eastern<br>Mid-Orange<br>Otisville<br>Shawangunk<br>Sullivan<br>Wallkill<br>Woodbourne | 1                       | 4,045                                | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Men<br>5) Anonymous HIV Counseling and Testing, Referral and Partner Services                      | \$200,000                    |
| <b>Green Haven (3):</b><br>Downstate<br>Fishkill<br>Green<br>Haven   | 1                       | 4,870                                | 1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Men<br>5) Anonymous HIV Counseling and Testing, Referral and Partner Services                      | \$180,000                    |
| <b>NYC (1):</b><br>Sing-Sing   | 1                       | 1,745                                | <b>Sing-Sing:</b><br>1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Men<br>5) Anonymous HIV Counseling and Testing, Referral and Partner Services | \$120,000                    |

| <b>HUB Selected Facilities</b> | <b>Number of Awards</b> | <b>Inmate Population (estimate)*</b> | <b>Required Intervention Categories</b>  | <b>Maximum Award for HUB</b> |
|--------------------------------|-------------------------|--------------------------------------|--|------------------------------|
| <b>NYC (1): Arthur Kill</b>    | 1                       | 814                                  | <b>Arthurkill:</b><br>1) Client Recruitment<br>2) Prevention Interventions and Support<br>3) Peer Educator Training<br>4) Transitional Planning for HIV Positive Men<br>5) Anonymous HIV Counseling and Testing, Referral and Partner Services | \$100,000                    |

\*The size of inmate population has been provided as a reference. Source: NYS Department of Correctional Services

**Note: Component B applicants are not required to provide all activities within the Intervention Category (as described on page 27 – 31) at each of the selected facilities, but are required to provide all Intervention Categories within the HUB, as defined in the RFA. Applications that fail to follow this guidance will be deemed ineligible.**

**COMPONENT C: COMMUNITY SERVICES COORDINATION UPON RELEASE**

Awards will be commensurate with the scope of interventions and services to be funded will vary based on the number of clients to be served.

**Anticipated Funding:** It is anticipated that up to 6 awards will be made under Component C. The maximum annual funding available for all awards under Component C is \$530,000.

The anticipated number of awards for each HUB is as follows:

- 1. Project START:** A 6-session individual-level risk reduction intervention that seeks to eliminate or reduce risk behaviors for HIV, STI and hepatitis C after release. Program sessions are held with clients transitioning back to the community from a correctional setting prior to release and continue with the client after they are released (See page 31 for additional information on Project START). This intervention can only be provided at selected facilities where a Re-entry Unit exists as below:

| <b>HUB</b>   | <b>Number of Awards</b> | <b>HUB Required Intervention Category Required at Each Selected Facility</b> | <b>Maximum Award Amount for HUB</b> | <b>Total Number of Clients to be Served</b> |
|--|-------------------------|--|-------------------------------------|---|
| <b>Re-entry Unit to be Served</b>                      |                         |  |                                     |   |
| <b>Wende: Buffalo Orleans Re-entry for Erie County</b> | 1                       | 1) Project START   | \$75,000                            | 38  |

| <b>HUB</b>   | <b>Number of Awards</b> | <b>HUB Required Intervention Category Required at Each Selected Facility</b> | <b>Maximum Award Amount for HUB</b> | <b>Total Number of Clients to be Served</b> |
|--|-------------------------|--|-------------------------------------|---|
| <b>Re-entry Unit to be Served</b>  |                         |  |                                     |   |
| <b>Wende: Rochester</b><br>Orleans<br>Re-entry for Monroe County   | 1                       | 1) Project START   | \$75,000                            | 38  |
| <b>Great Meadow:</b><br>Hudson<br>Re-entry for Albany,<br>Schenectady, Rensselaer and<br>Columbia counties | 1                       | 1) Project START   | \$75,000                            | 38  |
| <b>NYC:</b><br>Bayview Re-entry for NYC<br><b>(Women)</b>  | 1                       | 1) Project START   | \$75,000                            | 38  |
| <b>NYC:</b><br>Queensboro for NYC<br><b>(Men)</b>  | 1                       | 1) Project START   | \$100,000                           | 50  |

2. **Community Services Coordination upon Release:** The coordination and implementation of community services as scheduled during the in-facility Transitional Planning process for **HIV positive men and women** returning to the New York City area (5 boroughs and Long Island). Community Services Coordination for individuals should begin immediately upon release and may last for up to six months after release. It should also include a subsequent assessment and the identification of any additional needed services as a result of release (please see page 32 for a complete description).

| <b>Region</b>                            | <b>Number of Awards</b> | <b>Individuals to be served</b>  | <b>Maximum Award</b> |
|--|-------------------------|--|----------------------|
| NYC area (five boroughs and Long Island) | 1                       | HIV positive men and women who have received Transitional Planning services while incarcerated | \$130,000            |

**COMPONENT D: PRISON HOTLINE SERVICES**

Applicants **must** propose a statewide hotline program dedicated to serving individuals who are incarcerated within NYS DOCS correctional facilities and provide HIV/STI and hepatitis C related education and resources. Hotline services will also offer support to facilitate the transition of incarcerated individuals living with HIV/AIDS returning to the community. The intent of these services is to ensure prevention, support services and care services are continued after release.

**Anticipated Funding:** It is anticipated that one award will be made under Component D.

The maximum annual funding available for all awards under Component D is \$114,866.

| <b>HUB</b> | <b>Number of Awards</b> | <b>Facilities</b>                   | <b>Maximum Award</b> |
|------------|-------------------------|-------------------------------------|----------------------|
| All HUBs   | 1                       | All NYS DOCS facilities (Statewide) | \$114,866            |

For **all components**, awards will be made to the highest scoring applicant in each designated HUB (see charts under each component). If there is an insufficient number of acceptable applications (scoring 70 or above) received for a HUB or component, the NYSDOH AI/HRI reserve the right to fund a marginal application or resolicit the funding for a specific HUB or component.

**D. APPLICANT ELIGIBILITY AND PREFERENCES**

**Eligibility Requirements:** Eligible applicants are:

- not for profit health and human service agencies with a 501(c)(3) designation;
- hospitals and community health centers licensed under Article 28 of the NYS Public Health Law; and,
- academic institutions.

Joint applications submitted on behalf of a formal partnership of eligible providers must designate one of the agencies as the lead applicant. The application must include a Memorandum of Agreement (MOA) which defines the roles of the lead and the partner agency.

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

**All Components:**

- Have at least two (2) years of experience with administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal, program and data reports;

- Demonstrate experience and a successful history of providing HIV/STI and hepatitis prevention interventions and support services to incarcerated individuals, particularly in NYS DOCS facilities;
- Have experience providing HIV/STI and hepatitis C related prevention and support services to parolees and/or releasees;
- Have experience providing prevention and support services to diverse communities and underserved populations, including communities of color;
- Utilize staff that represent the demographics of the population/community to be served, as proposed in this application, and ensure programs are culturally competent and appropriate.

**For Component D only:**

- Have experience with the design and successful implementation of statewide hotline services.

**E. GENERAL PROGRAM REQUIREMENTS**

- Funded applicants will be expected to coordinate the provision of prevention interventions and services with NYS DOCS, AIDS Institute direct program staff, and other in-facility service providers to maximize services and avoid duplication.
- Funded applicants are expected to participate in local and state planning groups such as the Ryan White CARE Network, HIV Prevention Planning Group and Community Action for Prenatal Care (CAPC) Initiative Network.
- Funded applicants will be required to provide monthly narrative descriptions documenting progress in meeting work plan objectives. For data reports, the NYSDOH AIDS Institute requires the use of the AIDS Institute Reporting System (AIRS) to collect and report all client level and aggregate program data on a monthly basis. Details on this software product may be obtained by accessing this Internet address: [www.airsny.org](http://www.airsny.org). Applicants should include the cost of data reporting (both personnel and hardware-related) in their proposed budgets, and demonstrate capacity to collect and report all required data using AIRS.
- Funded applicants providing anonymous HIV counseling and testing services are required to ensure that each newly diagnosed individual is linked to medical care and offered partner services in a manner consistent with recommendations from the Centers for Disease Control and Prevention (CDC) and NYSDOH policies. The CDC's "Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and *Chlamydial* Infection" released in November 2008 may be accessed at:  
<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5709a1.htm>  
Guidance from NYSDOH on HIV counseling and testing may be accessed at:  
[http://www.nyhealth.gov/diseases/aids/regulations/2005\\_guidance/index.htm](http://www.nyhealth.gov/diseases/aids/regulations/2005_guidance/index.htm)

- Funded applicants will be required to develop and implement policies and procedures for all funded prevention interventions and support services.
- Funded applicants are expected to establish program goals and objectives and describe the activities that will be conducted in order to achieve those objectives. All objectives for Intervention Categories within the work plan should be described in a specific, measurable, achievable, relevant, and time-phased manner (SMART). Projections should be reasonable and be based on the overall program design and budget.
- Funded applicants are expected to design and implement a monitoring and evaluation plan to track and assess contract compliance with achieving intended deliverables. In addition, funded applicants who provide multiple-session Interventions Delivered to Individuals (IDIs) and/or multiple-session Interventions Delivered to Groups (IDGs) are required to administer the NYSDOH Division of HIV Prevention’s Outcome Monitoring Survey to clients who receive those interventions. Funded Applicants must report Outcome Monitoring Survey results through the NYSDOH AIRS as clients complete the multiple-session interventions. The survey is a program evaluation tool and it is designed to assess the effectiveness of the HIV prevention intervention in achieving the following core HIV/STI prevention outcomes:
  - Increase in knowledge about HIV/AIDS and STIs;
  - Positive change in attitudes about HIV/AIDS and STIs;
  - Increase in condom use; and
  - Increase in the number of people who know their HIV and STI status.

**Note:** depending on specific prevention interventions and support services funded, reporting on additional outcomes may be required. The process and outcome monitoring activities described above are the minimum program evaluation activities which contractors are expected to conduct. Funded applicant agencies are strongly encouraged to continue, or implement, other program evaluation activities to assist in program improvement.

- Funded applicants will be required to use the AIDS Institute’s HIV/AIDS Inmate Peer Facilitator training curriculum as the basis of Peer Educator Training interventions. *A copy of this curriculum may be obtained from the AIDS Institute by calling the contact person for this RFA.*
- Applicants that propose to provide anonymous HIV counseling and testing using rapid test technology are expected to have a current Clinical Laboratory Improvement Amendment (CLIA) certificate waiver and demonstrate capacity to convert test results to confidential status.
- Applicants funded to provide Transitional Planning Services will be required to follow the AIDS Institute/Bureau of Community Based Services standards for Transitional Planning. A copy of the Standards may be accessed at:  
[http://www.nyhealth.gov/diseases/aids/corrections/docs/planning\\_standards.pdf](http://www.nyhealth.gov/diseases/aids/corrections/docs/planning_standards.pdf)

- Applicants funded to provide Project START at DOCS re-entry units will be required to ensure staff are trained on this intervention and follow all core elements of the intervention. Information on the Project START intervention may be accessed at: <http://effectiveinterventions.org/go/interventions/project-start>
- For all joint applications, the lead agency (applicant agency) is programmatically and fiscally accountable for the activities specified in the application to be carried out by subcontractors. The lead agency should have the infrastructure and expertise to carry out the following: a) execution of subcontracts; b) program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting; c) oversight relating to subcontractor budgets, fiscal reporting, and expenditure monitoring; d) timely reimbursement of subcontractor expenditures; and e) routine meetings among staff of participating agencies to foster collaboration and improved delivery of services.

## **II. BACKGROUND**

Inmates are disproportionately impacted by HIV/AIDS and other communicable diseases. Addressing the HIV, STI and hepatitis C related prevention and support needs of incarcerated individuals from admission through the months following release is central to successful disease prevention and care. The AIDS Institute has established a network of community based providers, fostered partnerships and developed collaborative initiatives that seek to address the HIV/STI and hepatitis C prevention and support needs of HIV infected and at risk inmates and ex-offenders returning home. It is the intent of this RFA to continue to address HIV/STI and hepatitis C prevention and support services for incarcerated individuals and individuals returning to the community.

### **A. Community Input:**

The development of this RFA was guided and greatly aided by input received from a variety of resources. The AIDS Institute conducted a documentation review and held meetings to solicit input from community-based organizations (CBOs), government agencies, NYS Prevention Planning Group (PPG) members, consumers and ex-offenders. Information obtained from documents and from these meetings as well as the statewide regional listening forums which were advertised to consumers and providers contributed to the content of this RFA. Finally, this RFA is also informed by the lessons learned and best practices of the programs currently funded by the AIDS Institute to provide services to high risk incarcerated individuals and individuals returning to the community.

### **Recurrent themes included:**

- CBOs should be knowledgeable about the internal complexities of the NYS criminal justice system, including the respective roles of partners including DOCS, DOH, other agencies and in-facility parole.

- CBOs that secure and maintain a consistent presence within facilities allow for multiple opportunities for interactions with facility staff and other facility providers which helps to more effectively coordinate the provision of interventions/services to incarcerated individuals and those returning to the community.
- CBOs should have staff who are bilingual (Spanish/English), culturally competent, and proficient in addressing the needs of incarcerated individuals in a non-judgmental and literacy appropriate manner.
- Promotion of hotline services is critical to ensure that incarcerated individuals, DOCS and other agencies are aware of the availability of information, transitional planning and referral services via the hotline and know how to access these services.
- Effective mechanisms to inform, recruit and retain incarcerated individuals in prevention interventions and support services should be considered.
- The peer services model continues to be an effective mechanism for the delivery of HIV prevention messages.
- HIV counseling and testing continues to be a need for incarcerated individuals, particularly for incarcerated women and for incarcerated individuals returning to the community.
- Counseling services (non-clinical) that address the underlying causes of high-risk behavior, such as a history of sexual assault, physical or mental abuse, substance use and other trauma should be considered when developing programs for women.
- Prevention messages that are incremental, recognize stages of behavior change, and include skills-building activities to assist incarcerated individuals in addressing risk behaviors and making/maintaining change, particularly upon release, are needed.
- HIV prevention services are often a "gateway" to other services and should be directly linked to services for sexually transmitted infections and hepatitis C.
- HIV/AIDS health education/risk reduction programs should be linked to targeted HIV counseling and testing and partner services.
- Transitional planning for HIV-infected inmates returning to the community should be initiated as soon as a release date is known. Coordination with Division of Parole in NYS DOCS facilities, in-facility medical services, mental health discharge planners and CBOs is imperative to facilitate improved access to care and treatment and increase the likelihood that a continuum of care is successful.
- Re-entry services that are delivered by the same CBO prior to release and upon/after release (community) are proven to be an effective strategy for successful transition/continuation into health education/risk reduction services and/or medical care.

- Community services for releasees/parolees should include linkages to transportation, mental health and substance use treatment, independent living skills, housing, buddy/mentoring, job readiness training and family reunification (especially for women).

## **B. Profile of NYS Prison System and Inmates/Releasees:**

The New York State Department (NYS) of Correctional Services (DOCS) is responsible for the confinement and rehabilitation of approximately 60,000 inmates held at 67 state correctional facilities plus the 916-bed Willard Drug Treatment Campus. Correctional facilities are classified by their security level, then by specialized services they provide through programs.

Classifications of facilities include maximum, medium, minimum, minimum-camp; further designations include reception centers, work release, shock facilities and Alcohol, Substance Abuse Counseling Treatment Center (ASACTC) facilities and the drug treatment campus. The DOCS facilities are organized into administrative regions referred to as HUBs, which are groups of neighboring facilities that share administrative support and program services.

The profiles of the inmate population in each HUB as well as the population at each facility vary. Overall, total inmates under custody have steadily decreased (about 70,000 in 2005 compared to about 60,000 in 2008). The DOCS population is 95% male and 5% women, and 51% are African American, 26% are Hispanic, 21% are White, 0.6% are Native American, and 0.5% are Asian (0.9% are reported by DOCS as other/unknown). Females are incarcerated in four of the nine HUBs. The population age distribution is from sixteen to over 60, with the largest cohort being 25 to 29 years old and 30 to 34 years old (2008). For program purposes DOCS increases the concentration of younger inmates at selected facilities.

The majority of inmates are committed from NYC and from suburban New York (Nassau, Rockland Suffolk and Westchester counties), with approximately 22% from upstate counties. There are differences across DOCS HUBs in the proportion of inmates from each region of the state, i.e., HUBs located in the Western part of the state have a lower concentration of inmates from NYC and a higher concentration of inmates from Western New York.

The NYS DOH has a long-standing relationship with the DOCS regarding program collaboration and service integration to address the HIV prevention needs of DOCS inmates, including the provision of peer education services, support services and release planning services. Through a Memorandum of Understanding between DOCS and NYSDOH, HIV/STI health education risk reduction, HIV/STI peer training and education, HIV counseling and testing, partner services, HIV supportive and transitional “discharge” planning services are provided. It is the intent of this RFA to support targeted services and continue to support this active partnership which seeks to address the needs of incarcerated individuals and those returning to the community.

## **C. HIV/AIDS and Hepatitis C Among NYS Prisoners:**

The New York State DOCS estimates that there were 3,500 HIV positive inmates under custody at the end of 2008 (approximately 6% of all inmates under custody). HIV and hepatitis C blinded seroprevalance studies conducted on inmates entering four DOCS reception facilities in 2007 reveals that nearly 1 out of every 20 inmates (4.7%) entering DOCS facilities during the

study period tested HIV positive. HIV seropositivity varied by several factors, including gender, race/ethnicity, age group, residence and history of injection drug use. Consistent with HIV/AIDS in the general population, African American/Black (5.2%) and Hispanic (6.4%) inmates were more likely than white inmates (2.1%) to test HIV positive. Inmates age 40 and over exhibited the highest HIV prevalence rate at 9.3%, nearly double that of inmates aged 30-39 (4.8%), and over 10 times that of inmates under age 30 (0.8%).

The largest divergence concerns female prison entrants, who tested HIV positive at a **rate more than triple** that of male inmates (10.7% versus 3.0%, respectively). This is in striking contrast to the general population, where males accounted for approximately 3 in 4 (72%) of total HIV cases diagnosed in 2007. These study findings highlight the need for prioritizing prevention interventions and support services to incarcerated women and women returning to the community.

The study also found that the rate of hepatitis C (HCV) infection among prison entrants appears to be substantially higher than the rate of HIV infection; 12.2% of prison entrants (502 out of 4,124) tested positive for HCV. As per the 2007 study, a 15.7% HCV infection rate was found among the studied female inmates. However, for male inmates in the 2007 study, HCV infection rate was found to be 11.2%. Like HIV infection, HCV prevalence has been found to be significantly higher among female inmates than among male inmates during the entire study period (2000 to 2007). Co-infection of HIV and HCV as a percent of total tested remains low for both male and female inmate groups. And, there has been a downward trend over the study years. Co-infection for male inmates was 2.3% of total tested in 2000 and 1.5% in 2007. For female inmates, co-infection was 5.6% of total tested in 2000 and 3.5% in 2007. The demographics (e.g., gender, race) of HCV infection are generally similar to those of HIV infection among prison entrants.

Literature demonstrates that individuals entering correctional systems have a higher prevalence of HIV related risk factors. Inmates are considered a high risk group because they are likely to be risk takers and thus engage in behaviors associated with HIV transmission, including drug use and sexual activity. More than one out of five inmates under custody were committed for drug offenses (2008). Moreover, the inmate population is comprised of high numbers of African American/Black and Hispanic individuals, two groups disproportionately affected by HIV infection. With a high concentration of people with conditions and diseases of public health concern, correctional facilities represent an opportunity to address HIV/STI and hepatitis C issues. Therefore, prisons continue to represent a public health opportunity to have an effect on the HIV/STI and hepatitis infection rates.

HIV related stigma is also an issue of concern. HIV/AIDS stigma in the United States is longstanding and persistent. It originates from fears of transmission/contagion as well as negative attitudes toward the behaviors that put people at risk for the disease (drug use, high-risk sexual behaviors, etc.). In one of the few studies to examine HIV/AIDS stigma in correctional settings, Derlega *et al.* found stigma to be even more significant an issue than for the general population. The study found that both inmates and staff had significantly less favorable attitudes toward individuals with HIV/AIDS, relative to individuals with diabetes, cancer, heart disease or high blood pressure. The vast majority of inmates (74%) and staff (85%) expressed concern

about being treated differently if they tested positive for HIV and almost half indicated that this fear would influence their decision to get tested for HIV. For both staff and inmates, AIDS stigma was positively associated with erroneous beliefs about transmission through casual contact and negative attitudes toward injection drug use. In a smaller, qualitative study, HIV-positive ex-inmates indicated that inmates and staff were afraid of transmission through casual contact, and they believed the virus to be airborne and that even being in the same room with an HIV-infected individual posed a risk. Thus, addressing stigma is critical to reduce barriers to early intervention and promote acceptance of HIV testing and medical care while incarcerated if HIV positive.<sup>1</sup>

#### **D. Re-entry Into the Community:**

Over 25,000 inmates are released from state correctional facilities in NYS each year. DOCS estimated that approximately 1,700 releasees in 2008 were HIV positive. The vast majority (80-85%) of inmates are released on parole (versus those released who have served their entire sentence). The NYS Division of Parole reports over half reside in one of the five boroughs of NYC. The Division of Parole also reports that 71% of parolees have a need for drug treatment services.

There are a number of new programs being implemented in the New York State DOCS facilities that are dedicated to addressing the needs and minimizing re-entry challenges of inmates soon to be released. Inmates are prepared for community re-entry through programs focusing on parenting skills, job training, job placement, and services created to support re-entry initiatives. New programs focusing on treatment and rehabilitation rather than incarceration are also a major goal of DOCS.

Additionally, in an effort to facilitate successful reintegration to society, the NYS Department of Correctional Services, in conjunction with the Division of Parole and the Office of Alcoholism and Substance Abuse Services, has assigned **Re-entry Units** that address barriers to re-entry and prepare inmates near release with their transition back to the community. These re-entry units offer a unique opportunity for the provision of HIV/STI and hepatitis C prevention and services. Preparation for the transition back to society plays a critical role in the ex-offender's success in addressing risk taking behaviors through early intervention and ensuring continuity of prevention/support services and medical care/treatment adherence, as appropriate. The units have specialized programs to secure services such as housing, employment/vocational training and assistance readjusting to their families and communities. For additional information about this effort see: <http://www.docs.state.ny.us/>

This DOCS model of community re-entry supports the need to prioritize prevention interventions and supportive services to inmates being released back into their communities. Transitional planning services provided to HIV- positive inmates help facilitate community re-entry, including securing linkages to community based providers to secure needed support services. Most importantly, having a consistent practice to support re-entry is critical to maintaining continuity of care and medical treatment.

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<sup>1</sup> Derlega VJ, Winstead BA, Gamble KA, Kelkar K, Khaunghlawn P. Inmates with HIV, stigma and disclosure decision-making. *J Health Psychol.* 2010; 15(2):258-268.

Finally, research suggests that incarcerated individuals engage in higher HIV risk behaviors than the general population prior to incarceration, and many continue these behaviors upon release. Some may even increase these behaviors in an effort to make up for lost time. These findings support to the need for prevention interventions targeted to high risk individuals.

#### **E. Lesbian, Gay, Bisexual and Transgender (LGBT) Individuals:**

A recent assessment of the health and human services needs of LGBT individuals in New York State by the Empire State Pride Agenda Foundation states that national estimates suggest that approximately 4.1% of the population self-identifies as lesbian, gay or bisexual and that one survey estimates that approximately 300,000 self-identified transgender people live in New York State. Given these estimates, it is reasonable to conclude that LGBT individuals represent a segment of the incarcerated population in New York State correctional facilities and are in need of services funded through this RFA.

Several key findings from the needs assessment illustrate the need for programs funded through this RFA to be aware of and prepared to address some specific issues that impact LGBT individuals' HIV, STI and hepatitis C service needs. For instance, the assessment indicated that LGBT individuals have poor access to healthcare due to lower rates of insurance and utilization of primary care; face homophobia and transphobia and are more likely to experience depression and lack of access to mental health services; experience loneliness and social isolation; and are victims of hate violence.

These findings speak to the need for programs such as transitional planning and community services coordination upon re-entry to comprehensively assess the needs of their clients and, when working with releasees who are LGBT individuals, address the barriers that the individuals may confront when returning to the community.

### **III. SCOPE OF PROGRAM INTERVENTIONS BY COMPONENT**

Applicants should designate, within each proposal, the HUB and correctional facility(s) for the proposed prevention intervention(s) and support service(s).

#### **A. COMPONENT A – SERVICES TO WOMEN**

Component A of this Request for Applications (RFA) will support the provision of HIV/STI and hepatitis C prevention and support services for **incarcerated women and women returning to the community** with the overall goal of promoting early intervention, improved health and well-being and preventing/reducing the risk for HIV/STI/hepatitis C acquisition and transmission.

Intervention Categories for this component include the following:

- 1) Client Recruitment**
- 2) Prevention Interventions and Support**
- 3) Peer Educator Training**

- 4) **Anonymous HIV Counseling and Testing, Referral and Partner Services**
- 5) **Transitional Planning for HIV Positive Women**

The activities included within each **Intervention Category** are described below. Applicants are not expected to provide all activities within the Intervention Category, but are required to provide all Intervention Categories within the HUB at each and all of the selected facilities targeted in the RFA (as described on page 8). **Applications that fail to follow this guidance will be deemed ineligible.**

Applicants should request funding for the combination of activities that best addresses the unmet needs of women targeted in the application and complements, not duplicates, other existing programs/services. Successful applicants will propose the appropriate balance of fundable activities considering the target region, setting, priorities and needs of the population to be served as well as existing programs and available services.

All applicants are required to project the number of women to be reached by each Intervention Category proposed.

**1) Client Recruitment:** outreach activities within correctional settings that are designed to engage and recruit **women at high-risk for HIV/STI and hepatitis C and HIV-infected women** into proposed program activities and services provided by DOCS or other community-based organizations providing services within correctional facilities.

Outreach activities supported with this funding include:

- Client recruitment for **incarcerated** women by conducting program promotion sessions and distributing health education and risk reduction materials with the intent to maximize the number of women participating in program services.
  - Activities should seek to coordinate funded prevention interventions and support services with key DOCS facility staff such as medical unit, transitional services unit, counselors and chaplains or other community-based organizations providing services within correctional facilities.
- Client recruitment during pre-release activities to facilitate access to HIV/STI and hepatitis C prevention interventions and support services upon community re-entry such as preparing needed documentation, referrals to medical care, referrals for employment/job readiness.
- Health Education and Public Information type activities such as basic HIV, STI and hepatitis information.

**2) Prevention Interventions and Support:** structured interventions and activities proven to be effective and that use evidence-based models and risk reduction strategies to build health protective skills, promote prevention behaviors, and support long-term behavior change for

**incarcerated women.** These interventions may be delivered by funded staff or by peers with the support/oversight of funded staff.

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

Prevention interventions and activities fundable through this RFA include those listed below:

- Counseling services (non-clinical) to address underlying causes of high-risk behavior, such as a history of sexual assault, physical or mental abuse, trauma, and stigma related to race or sexual orientation, and HIV status. These services should be delivered by trained staff.
- Group or individual level interventions with at risk and HIV positive women that focus on one or more of the following: 1) risk reduction education and counseling emphasizing sexual and substance use-related risk reduction and support for behavior changes to minimize HIV, STI and hepatitis C transmission; 2) education regarding STIs and the importance of STI prevention and screening as an HIV prevention strategy, and linkage to timely treatment for individuals having STIs; 3) self-esteem building and interpersonal skills development regarding decision making, negotiation, and conflict resolution; and, 4) skills-building services and support for HIV-infected women to promote early intervention and acceptance of treatment for HIV infection during incarceration.
- Counseling, skills building and support for HIV infected women related to disclosing their HIV status to past, present and future partners; seeking partner services; disclosing to family and friends; and practicing safe injection and overdose prevention, and safer sex behaviors to prevent both further transmission and re-exposure.
- Counseling, skills building and support for HIV-infected women related to stigma and the benefits of HIV testing, early intervention and treatment adherence/education.
- Education/information and skills building activities regarding the use of condoms including both male and female condoms (e.g., VOICES/VOCES).
- Comprehensive Risk Counseling and Services (CRCS) encompassing intensive individualized client-centered counseling for adopting and maintaining HIV risk-reduction behaviors. CRCS is designed for HIV-positive and HIV-negative individuals who are at high risk for acquiring or transmitting HIV and STIs and who struggle with issues such as substance use and abuse, physical and mental health, social and cultural factors that affect HIV risk. For more information on CRCS see [http://www.cdc.gov/hiv/topics/prev\\_prog/CRCS/](http://www.cdc.gov/hiv/topics/prev_prog/CRCS/).

**3) Peer Educator Training:** activities designed to train **incarcerated** peers to provide HIV/AIDS, STI and hepatitis C related information to other incarcerated **women**. Peer training services also include the provision of peer support, supervision and ongoing skills development for peer trainees.

Activities in addition to implementation of Peer Educator Training using the AIDS Institute's HIV/AIDS Inmate Peer Facilitator Training curriculum for this intervention category include:

- Single and/or multiple structured session(s) focused on skills building. The objective of these sessions is to enhance peer educators' ability to engage and deliver HIV-related information and includes: role playing, lecture presentation and peer critique, and informational updates.
- Individual and/or group level interventions to address support needs of peer educators.
- Group support services for peer educators to discuss ongoing program issues including: evaluation of program delivery, review of educational materials, and discussion of opportunities to enhance overall service provision.

Applicants are strongly encouraged to use peer training and peer-delivered services. The proposed program should address peer recruitment, retention, initial and ongoing training, and oversight of peer-delivered activities.

Activities delivered by trained peers may include:

- Health communication and public information interventions (e.g., presentations, newsletters) that deliver HIV/STI and hepatitis C prevention messages and promote programs and community events to increase awareness, build general support for safer behaviors and support personal risk reduction efforts.
- Health communication and public information interventions that seek to reduce stigma related to HIV status and promote the importance of treatment.
- Community level interventions (e.g., World AIDS Day events and health fairs) in correctional settings that influence norms, attitudes and practices in support of reducing risky behaviors.
- Outreach to promote the availability of the HIV counseling and testing program and other program interventions and support services and engage clients into these activities.

**4) Anonymous HIV Counseling and Testing, Referral and Partner Services (CTR PS):** activities designed to provide anonymous HIV counseling and testing to **incarcerated women at high risk of HIV infection who are unaware of their status** with a focus on identifying new cases. For newly identified cases, applicants are required to confirm the positive test result and provide it to the client. Confirmed cases must also be referred and linked to medical care and referred to partner services. HIV counseling and testing should be provided using rapid testing

technology and be conducted in accordance with New York State Public Health Law and applicable regulations. Applicants will also be expected to have the capacity to convert anonymous test results to confidential.

**Applicants may only apply for this Intervention Category if they are applying for the following facilities: Albion, Taconic, Bedford Hills.**

Fundable activities may include:

- Coordination of CTR and PS service provision with DOCS and NYS DOH direct program services staff in facilities where these activities already exist to address access and avoid duplication.
- Establishment of an anonymous HIV counseling and testing program, including identifying key staff at the facility who will act as liaisons to the program, conducting training for agency staff, and developing protocols for ensuring continuous quality improvement.
- Client recruitment to inmates to inform them of the availability of the anonymous HIV counseling and testing program and increase the number of persons at high risk for acquiring HIV who participate in CTR.
- Referrals to partner services for all persons newly identified or with known HIV infection.
- Linkages to appropriate care support, and ongoing prevention activities for those who test HIV positive, and enhanced health education risk reduction activities for those who test negative.

**5) Transitional Planning for HIV Positive Women:** time limited/pre-release activities that are designed to connect **HIV positive women** with community based services and ensure a continuum of care. The intent of this intervention is to establish referrals with community based agencies. Linkages should occur in a timely and systematic manner in order for the releasee to gain prompt access to needed support services and treatment.

***Applicants should target transitional planning services to HIV positive women who are not being transferred to a NYS DOCS Re-entry Unit prior to release.***

Services for releasees supported with this funding include:

- Assessment of medical, HIV/STI and hepatitis C prevention and psychosocial needs to be addressed upon release.
- Benefits/entitlements assessment and assistance with preparation of documents needed to access benefits/entitlements in the community.

- A written plan detailing discharge information and referrals issued to the inmate prior to or at time of release containing appointments for primary care, HIV/STI and hepatitis C prevention interventions, support services and community-based case management.
- A written plan that addresses the prevention and support needs, goals, and strategies and which identifies appropriate referrals (e.g., disclosure assistance). When appropriate, coordination with in-facility parole and the parole officer in the community should take place.
- A documented procedure for two weeks post-discharge follow-up to confirm that the releasee is connected to care/services as per discharge plan. If not connected, to identify reasons and attempt to return that individual to care/services.

Since patterns of reintegration vary depending on needs and community resources available, applicants should demonstrate knowledge of the range of existing services to meet the needs of the releasee and demonstrate experience working with community based agencies to secure such interventions and services.

## **B. COMPONENT B – SERVICES TO MEN**

Component B of this Request for Applications (RFA) will support the provision of HIV/STI and hepatitis C prevention and support services for **incarcerated men and men returning to the community** with the overall goal of promoting early intervention, improved health and well-being and preventing/reducing the risk for HIV/STI/hepatitis C acquisition and transmission.

Intervention Categories for this component include the following:

- 1) **Client Recruitment**
- 2) **Prevention Interventions and Support**
- 3) **Peer Educator Training**
- 4) **Transitional Planning for HIV Positive Men**
- 5) **Anonymous HIV Counseling and Testing, Referral and Partner Services within specified HUBs (see table beginning on page 9)**

The activities included within each **Intervention Category** are described below. Applicants are not required to provide all activities within the Intervention Category at each of the selected facilities (see pages 9 – 12), but are required to provide all Intervention Categories within the HUB as defined in the RFA. **Applications that fail to follow this guidance will be deemed ineligible.**

Applicants should request funding for the combination of activities that best addresses the unmet needs of men targeted in the application and complements, not duplicates, other existing programs/services. Successful applicants will propose the appropriate balance of fundable activities considering the target region, setting, priorities and needs of the population to be served as well as existing programs and services available.

All applicants are required to project the number of men to be reached by each Intervention Category proposed.

**1) Client Recruitment:** outreach activities within correctional settings that are designed to engage and recruit **men at high-risk for HIV/STI and hepatitis C and HIV-infected men** into proposed program activities and services provided by DOCS or other community-based organizations providing services within correctional facilities.

Outreach activities supported with this funding include:

- Client recruitment for **incarcerated** men by conducting program promotion sessions and distributing health education and risk reduction materials with the intent to maximize the number of men participating in program services.
  - Activities should seek to coordinate funded prevention interventions and support services with key DOCS facility staff such as medical unit, transitional services unit, counselors and chaplains or other community-based organizations providing services within correctional facilities.
  - Referrals to HIV counseling and testing services provided by DOCS medical units or NYS AIDS Institute Bureau of Direct Program Operations in those facilities where HIV counseling and testing is not supported by this RFA.
- Client recruitment during pre-release activities to facilitate access to HIV/STI and hepatitis C prevention interventions and support services upon community re-entry such as preparing needed documentation, referrals to medical care, referrals for employment/job readiness.

**2) Prevention Interventions and Support:** structured interventions and activities proven to be effective and use evidence-based models and risk reduction strategies to build health protective skills, promote prevention behaviors, and support long-term behavior change for **incarcerated men**. These interventions may be delivered by staff or by peers with the support/oversight of funded staff.

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

Prevention interventions and activities fundable through this RFA include those listed below:

- Group or individual level interventions with at risk and HIV positive men that focus on one or more of the following: 1) risk reduction education and counseling emphasizing sexual and substance use-related risk reduction and support for behavior changes to minimize HIV, STI and hepatitis C transmission; 2) education regarding STIs and the importance of STI prevention and screening as an HIV prevention strategy, and linkage

to timely treatment for individuals having STIs; 3) self-esteem building and interpersonal skills development regarding decision making, negotiation, and conflict resolution; and, 4) skills-building services and support for HIV-infected men to promote early intervention and acceptance of treatment for HIV infection during incarceration.

- Counseling, skills building and support for HIV infected men related to disclosing their HIV status to past, present and future partners; seeking partner services; disclosing to family and friends; and practicing safe injection and overdose prevention, and safer sex behaviors to prevent both further transmission and re-exposure.
- Counseling, skills building and support for HIV-infected men to reduce stigma related to HIV status and promote the benefits of HIV testing, early intervention and treatment adherence/education.
- Education/information and skills building activities regarding the use of condoms including both male and female condoms (e.g., VOICES/VOCES).

**3) Peer Educator Training:** activities designed to train **incarcerated** peers to provide HIV/AIDS, STI and hepatitis C related information to other incarcerated **men**. Peer training services also include the provision of peer support, supervision and ongoing skills development for peer trainees.

Activities in addition to implementation of Peer Educator Training using the AIDS Institute's HIV/AIDS Inmate Peer Facilitator Training curriculum for this intervention category include:

- Single and/or multiple structured session(s) focused on skills building. The objective of these sessions is to enhance peer educators' ability to engage and deliver HIV-related information and includes: role playing, lecture presentation and peer critique, and informational updates.
- Individual and/or group level interventions to address support needs of peer educators.
- Group support services for peer educators to discuss ongoing program issues including: evaluation of program delivery, review of educational materials, and discussion of opportunities to enhance overall service provision.

Applicants are strongly encouraged to use peer training and peer-delivered services. The proposed program should address peer recruitment, retention, initial and ongoing training, and oversight of peer-delivered activities.

Activities delivered by trained peers may include:

- Health communication and public information interventions (e.g., presentations, newsletters) that deliver HIV/STI and hepatitis C prevention messages and promote programs and community events to increase awareness, build general support for safer behaviors, and support personal risk reduction efforts.

- Health communication and public information interventions that seek to reduce stigma related to HIV status and promote the importance of treatment.
- Community level interventions (e.g., World AIDS Day events and health fairs) in correctional settings that influence norms, attitudes and practices in support of reducing risky behaviors.
- Outreach to promote the availability of HIV counseling and testing, prevention interventions and support services.

**4) Transitional Planning for HIV Positive Men:** time limited/pre-release activities that are designed to connect HIV positive men with community based services and ensure a continuum of care. The intent of this intervention is to establish referrals with community based agencies. Linkages should occur in a timely and systematic manner in order for the releasee to gain prompt access to needed support services and treatment.

*Applicants should target transitional planning services to HIV positive men who are not being transferred to a NYS DOCS Re-entry Unit prior to release.*

Services for releasees supported with this funding include:

- Assessment of medical, HIV and hepatitis C prevention and psychosocial needs to be addressed upon release.
- Benefits/entitlements assessment and assistance with preparation of documents needed to access benefits/entitlements in the community.
- A written plan detailing discharge information and referrals issued to the inmate prior to or at time of release containing appointments for primary care, HIV/STI and hepatitis C prevention interventions, support services and community-based case management.
- A written plan that addresses the prevention and support needs, goals and strategies and which identifies appropriate referrals (e.g., disclosure assistance). When appropriate, coordination with in-facility parole and the parole officer in the community should take place.
- A documented procedure for two weeks post-discharge follow-up to confirm that the releasee is connected to care/services as per discharge plan. If not connected, identify reasons and attempt to return that individual to care/services.

Since patterns of reintegration vary depending on needs and community resources available, applicants should demonstrate knowledge of the range of existing services to meet the needs of the releasee and demonstrate experience working with community based agencies to secure such interventions and services.

**5) Anonymous HIV Counseling and Testing, Referral and Partner Services (CTR PS) within specific HUB regions:** activities designed to provide anonymous HIV counseling and

testing to **incarcerated men at high risk of HIV infection who are unaware of their status** with a focus on identifying new cases. For newly identified cases, applicants are required to confirm the positive test result and provide it to the client. Confirmed cases must also be referred and linked to medical care and referred to partner services. HIV counseling and testing should be provided using rapid testing technology and be conducted in accordance with New York State Public Health Law and applicable regulations. Applicants will also be expected to have the capacity to convert anonymous test results to confidential.

**Applicants may only apply for this Intervention Category if they are applying for the following HUB regions: Oneida, Watertown, Clinton, Sullivan, Green Haven, NYC-Sing Sing and NYC-Arthurkill.**

Fundable activities may include:

- Coordination of CTR and PS service provision with DOCS and NYS DOH direct program services staff in facilities where these activities already exist to address access and avoid duplication.
- Establishment of an anonymous HIV counseling and testing program, including identifying key staff at the facility who will act as liaisons to the program, conducting training for agency staff, and developing protocols for ensuring continuous quality improvement.
- Client recruitment to inmates to inform them of the availability of the anonymous HIV counseling and testing program and increase the number of persons at high risk for acquiring HIV who participate in CTR.
- Referrals to partner services for all persons newly identified or with known HIV infection.
- Linkages to appropriate care, support, and ongoing prevention activities for those who test HIV positive, and enhanced health education risk reduction activities for those who test negative.

### **C. COMPONENT C – COMMUNITY SERVICES COORDINATION UPON RELEASE**

Component C of this Request for Applications (RFA) will support the provision of community re-entry and support services for **HIV positive and high-risk incarcerated individuals returning to the community** with the overall goal of promoting early intervention, improved health and well-being and preventing/reducing the risk for HIV/STI/hepatitis C acquisition and transmission.

Intervention Categories for this component include the following:

**1) Project START at Re-entry Units:** a 6-session individual-level risk reduction intervention that seeks to eliminate or reduce risk behaviors for HIV, STI and hepatitis C after release. *This intervention is targeted to the following re-entry units only: Bayview, Hudson, Orleans-Erie, Orleans-Monroe, and Queensboro.*

Core Elements for Project START include:

- Program sessions are held with clients transitioning back to the community from a correctional setting prior to release and continue with the client after they are released.
- Use a client-focused, personalized incremental risk reduction approach.
- Use assessment and documentation tools to provide a structured program.
- Program staff are familiar with HIV, STI and hepatitis C prevention activities and the specific needs of people being released from correctional settings.
- Staff-client relationships are developed during pre-release sessions and maintained during post-release sessions to promote client trust. The same staff member is expected to conduct both pre-release and post-release sessions with his or her clients.
- Conduct enrollment and schedule two pre-release sessions within 2 months before a client's release.
- Schedule four post-release sessions. Hold the first session as soon as possible, ideally within 48 hours of release. The next three sessions should be spaced out over 3 months after release.
- Provide condoms at each post-release session.
- Actively maintain contact with clients, using individual-based outreach and program flexibility to determine the best time and place to meet with them.

Applicants proposing to implement this intervention should demonstrate that all core elements can be met including provision of pre-release and post-release services by the same staff person within the applicant organization. See

[http://www.cdc.gov/hiv/topics/research/prs/resources/factsheets/Project\\_START.htm](http://www.cdc.gov/hiv/topics/research/prs/resources/factsheets/Project_START.htm).

**2) Community Services Coordination upon Release:** The coordination and implementation of community services as scheduled during the in-facility Transitional Planning process for HIV positive men and women returning to the New York City area (5 boroughs and Long Island). Community Services Coordination for individuals should begin immediately upon release and may last for up to six months after release. It should also include a subsequent assessment and the identification of any additional needed services as a result of release. The goal is to provide a framework that ensures the connection between the needs of the HIV positive client being released and the available community resources to strengthen community re-entry and ensure continuity of support/care.

Services include:

- Coordination with CJI funded transitional planning provider (Transitional Planning is an Intervention Category funded under Component A and B).

- Ongoing communication with funded Criminal Justice Initiative transitional planning providers for the purpose of program promotion and case conferencing.
- Assistance with benefits/entitlements assessment and assistance with preparation of documents needed to access benefits/entitlements in the community.
- Provision of short time case management via a collaborative approach to facilitate access to available prevention, support, and medical services.
- Escort and transport from point of entry to the first parole appointment within 24 hours of release.
- Escort and transport to initial medical or social services appointments, as well as advocacy and translation services during these appointments. Coordinate with parole for services such as housing and employment. *For individuals served through this RFA, the applicant should ensure referrals to general medical care as needed, including but not limited to: primary health care and other specialty care.*
- Introduction to and engagement with a community services organization for long term community case management.

#### **D. COMPONENT D – PRISON HOTLINE SERVICES**

Component D will support the operation of a telephone hotline for the provision of information and referrals, support services and transitional planning to high risk and HIV infected individuals incarcerated in NYS correctional facilities. The hotline is a telephone bridge that connects individuals to appropriate correctional facility resources or community based services. The hotline services should be client centered and address the needs of the caller. Additionally, services are intended to be limited and short term.

Fundable intervention categories through the **operation of this hotline** include the following:

- 1) Information, Referral and Support Services**
- 2) Promotion of Hotline Services**
- 3) Transitional Planning Services**

The activities included within each **Intervention Category** are described below. Applicants are expected to propose the provision of ALL Intervention Categories; however applicants are not expected to provide all activities within each Intervention Category.

Applicants should request funding for the combination of Intervention Categories that best addresses the unmet needs of the target population in the application and complements, not duplicates, other existing programs/services.

**1) Information, Referral and Support Services:** activities designed to provide HIV/STI and hepatitis C education/ information and referrals to prevention interventions and support services for high risk and HIV infected incarcerated individuals. The hotline will provide callers with accurate answers and reliable information in a friendly, non-threatening, non-judgmental manner. Activities may include the provision of information on HIV/STI and hepatitis C and benefits of early identification, information on disease treatment and adherence, and HIV testing

and partner services. This service model should allow dedicated time to dialogue and improve the caller's knowledge, build health protective skills, promote prevention behaviors and provide support as appropriate. The hotline should also provide referrals for needed services and free printed materials to callers HIV/STI, hepatitis C and other health related topics.

**2) Promotion of Hotline Services:** activities within correctional settings that are designed to reach **men and women at high risk for HIV/STI and hepatitis C** and engage **HIV-infected men and women** to promote the hotline program.

Outreach approaches supported with this funding include:

- Activities targeted to NYS correctional facilities and community based agencies that seek to promote the hotline number and services including the distribution of social marketing materials.
- Activities designed to develop and implement effective strategies to inform incarcerated men and women about hotline services.

**3) Transitional Planning Services:** activities that are designed to provide referrals and seek to ensure continuity of care, including linkage to health, human, and social service assistance, for HIV-infected incarcerated individuals prior to release (maximum 3 months). Hotline transitional planning services will require conducting an abbreviated telephone intake to identify the immediate needs of the caller, provide relevant information and facilitate community linkages as appropriate. Community linkages may include referrals to primary care, HIV/STI and hepatitis C prevention interventions, support services, re-entry services, and community-based case management.

Since patterns of reintegration vary depending on needs and community resources available, applicants should demonstrate knowledge of the range of existing services to meet the needs of the releasee and demonstrate experience working with community based agencies to secure such interventions and services.

#### **Other Requirements for the Prison Hotline Program:**

- Accept collect calls from incarcerated individuals within DOCS facilities
- Operate hours and days that accommodate the variety of correctional facility programming and scheduling to optimize opportunities for callers to receive clear, accurate information, education, and referrals on matters related to HIV/STI and hepatitis C. Applicants will offer a minimum of 35 hours **of hotline services** per week.
- Provide training and on-going staff development for hotline operators.

In addition, applicants should provide a hotline promotion plan that, at a minimum, describes:

- Methods used to advertise and market the prison hotline program to DOCS staff, Criminal Justice Initiative providers, and other community based agencies that provide social support services within NYS correctional facilities.

- Efforts to demonstrate how the promotion of the hotline program will be coordinated with security and other staff in DOCS facilities.
- Timeline of promotional activities to be conducted in months one through twelve of the first contract year.

#### **IV. APPLICATION FORMAT**

**Reminder:** If an applicant applies for funding under more than one component, a separate and complete application for each component **must** be submitted. Please note that each component has a specific set of criteria and program requirements. Applicants are advised to carefully read the component for which they are applying and fully comply with that component’s requirements.

**For Component A, B and/or C:** If an applicant is applying to serve more than one HUB within a component, a separate application **must** be submitted for each HUB where the applicant is proposing to provide interventions/services.

#### **A. COMPONENT A – SERVICES TO WOMEN and COMPONENT B – SERVICES TO MEN**

Applications should conform to the following prescribed format:

- Maximum number of pages: **14** (not including the program summary, budget pages and attachments)
- Font size: **12-point** unreduced, Times New Roman
- Double-spaced
- Page margin size: One inch on all sides
- Printed only on one side of the page
- Number all narrative pages; not to exceed the maximum number of pages

**Failure to follow these guidelines may result in a deduction of up to 5 points.**

Please respond to each of the sections described below. Your responses comprise your application; be complete and specific when responding to each section. **Number and letter the narrative response to correspond to each question and all elements within the question in the order presented within each section.** If appropriate, indicate if the question/element is not applicable or relevant to the applicant organization or application.

Refer to all sections that detail **Applicant Eligibility and Preferences, Guiding Principles, Scope of Program Interventions and General Program Requirements** when designing your application.

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

## **1. Program Summary**

**Maximum Pages: 2 (not included in page limitation)**

**Maximum Score: Program Summary - Not Scored**

Summarize the proposed program by briefly stating the purpose of the program and describing the overall design including the target population, region/HUB and DOCS facilities targeted, the proposed interventions and support services that meet the program purpose, number of persons to be reached by each intervention/service, and related anticipated program outcomes.

## **2. Justification of Need**

**Maximum Pages: 2**

**Maximum Score: 10 points**

- a. Indicate the process used to identify priority needs and major barriers to prevention interventions and support services for the target population within the HUB/region to be served. *Reference applicable documents and reports used to demonstrate need.*
- b. Indicate HUB/facilities targeted and describe the proposed population to be served with the proposed program. Briefly discuss the factors that influence risk taking behaviors which place the target population at high risk for HIV infection/transmission. Incorporate information about concurrent risk transmission with other diseases, particularly STIs and hepatitis C. *Provide relevant statistics that support your response. To the extent possible, present data from your own program(s).*
- c. Provide a specific rationale to show how the priority needs and major barriers for the target population, as described, connect to the proposed program and justify the prevention interventions and support services to be provided.
- d. Describe to what extent representatives of the target population were involved in the applicant's process to identify needs and proposed interventions/services to meet those needs. (e.g., program/services data, anonymous surveys, focus groups)
- e. Identify other programs, if any, which provide similar interventions and services to the target population in the proposed HUB/region and indicate how the proposed program will enhance existing services and avoid duplication.

## **3. Applicant Experience and Capacity**

**Maximum Pages: 4**

**Maximum Score: 20 points**

- a. Provide an overall description of the applicant's history and experience providing services to the proposed target population within the region to be served. Show how the proposed program design is connected to the applicant's mission and indicate how the

proposed program will be integrated and coordinated with other applicant agency programs, as appropriate.

- b. Describe your existing HIV/STI and hepatitis C prevention-related activities/services, focusing on those targeting inmates and individuals returning to the community. Provide specific information related to services to the target populations/region including length of time services have been provided, unduplicated number of individuals served, current interventions/programs, and data that demonstrates the applicant's success in providing these services. **Provide information that demonstrates applicant meets preference factor of having expertise and successful history in providing HIV/STI and hepatitis C related interventions/services to incarcerated individuals and individuals returning to the community within the region/geographic area targeted.**

The following attachment should be completed to support this section of your application: **Attachment 2: Funding and Program History for HIV Services.**

- c. Explain your agency's administrative capacity, including executive and fiscal management structure/systems, information systems, and board governance. **Provide information to demonstrate that the applicant meets the preference factor of having two years of experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports as per contract obligations.**

The following two attachments should be completed to support this section of your application: **Attachment 3: Agency Capacity Information** and **Attachment 4: Board of Directors/Task Force.**

- d. Describe your agency's capacity and experience with the implementation of the NYSDOH AIDS Institute Reporting System (AIRS) including staffing roles and responsibilities for the following activities: data collection and entry, data verification/quality assurance, analysis, and report submission to the AIDS Institute. Indicate how data will flow from point of service delivery to entry into AIRS. Also, provide a brief description of physical infrastructure used to support AIRS implementation. If using a network system, describe the network structure, server specifications, connectivity, number of users and physical sites accessing the system. If using a stand alone system, include desktop specifications.
- e. Describe the applicant's experience providing culturally competent and linguistically appropriate services to the target population. Include one example that demonstrates your ability to provide culturally sensitive and relevant services. **Preference will be given to organizations that have demonstrated expertise with the provision of prevention and support services to diverse communities and with the implementation of culturally competent services to incarcerated individuals and individuals returning to the community.**

- f. Describe your agency's experience working within correctional settings. In particular, highlight the process and strategies for gaining access into NYS correctional facilities and the promotion of services within correctional settings.
- g. Describe your agency's experience working with other community-based agencies that traditionally serve incarcerated individuals and individuals returning to the community as well as other diverse communities.

If a joint application is submitted, describe the lead agency's ability to discharge specific responsibilities relating to subcontracting. Programmatic and fiscal accountability for activities specified in the application to be carried out by subcontractors rests with the lead agency as the contracting entity. The applicant agency should have the infrastructure and expertise to carry out the following:

1. Execution of subcontracts;
2. Program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting;
3. Oversight relating to subcontractor budgets, fiscal reporting and expenditure monitoring;
4. Timely reimbursement of subcontractor expenditures; and
5. Routine meetings among staff of participating agencies to foster collaboration and improved delivery of services.

- h. Attach a copy of your most recent Yearly Independent Audit.

#### **4. Program Design and Description of Intervention Categories/Activities**

**Maximum Pages: 5**

**Maximum Score: Narrative: 20 points**

The proposed Program Design and Description of Intervention Categories/Activities should be consistent with the requirements and guidance described in the **Guiding Principles** and **Scope of Program Interventions** sections of this RFA for **Component A or Component B**.

- a. Briefly describe the overall design for the proposed program including rationale, goal of the program, target population, region, and Intervention Categories. For each Intervention Category indicate anticipated outcomes, activities, and how activities selected will help achieve these outcomes. Complete **Attachment 5: Population Data Sheet** by indicating the demographic characteristics of the individuals to be served through the proposed program.
- b. Provide a description of peer delivered services that addresses following elements: **peer recruitment, retention, initial and ongoing training, and oversight of peer-delivered activities**.

- c. Describe the methods or strategies that the applicant plans to use to engage and recruit individuals into the program/intervention(s) and retain them throughout the intervention. Include a description of the following:
  - 1) How the applicant will ensure that program services reach high-risk members of the selected target population,
  - 2) How the target population will be involved in selecting recruitment strategies, and
  - 3) If/how incentives will be used to facilitate recruitment and retention (when appropriate/allowed)
- d. Describe the proposed staffing for the program; indicate the role of each position, and summarize the plan for providing on-going staff training and support to ensure consistent, high quality services. Include a description of the management and supervisory structure for the program, including who will be responsible for program management and oversight. Indicate how staff represents the demographics of the population/community to be served.
- e. Indicate how you will ensure services are culturally, linguistically, developmentally and age appropriate. **Preference will be given to applicants that utilize staff that represent the demographics of the population/community to be served, as proposed in this application, and ensure programs are culturally competent and appropriate.**
- f. Describe how the program will ensure that appropriate coordination occurs among different programs, disciplines, departments and elements of the criminal justice system.
- g. For Transitional Planning services, describe how the program will ensure that appropriate coordination will occur with other community agencies and service providers to ensure continuity of service/activities in the community.
- h. Indicate how you will ensure successful referrals and linkages to address intervention and support service needs not to be provided as a component of the proposed program.

**5. Work Plan: Attachment 6 - Required for each Intervention Category proposed**

**Maximum Pages: No limit (not included in page limitation)**

**Maximum Score: 20 points**

Use Attachment 6 to complete the required **Work plan** and indicate: Location/setting and/or HUB, Intervention Category, anticipated outcome(s), total # of events, total # of individuals to be reached, intervention objective(s), specific activities, timeframe for implementation, staff responsible, process/outcome measures, and how measures will be evaluated (methods) for each proposed Intervention Category. **Complete a separate Work plan worksheet per Intervention Category proposed.**

All objectives for Intervention Categories within the work plan should be described in a specific, measurable, achievable, relevant, and time-phased manner (SMART). Projections should be reasonable and be based on the overall program design and budget.

## **6. Monitoring and Evaluation**

**Maximum Pages: 3**

**Maximum Score: 10 points**

- a. Describe program monitoring and evaluation strategies your agency will use to measure programmatic effectiveness (e.g., number of clients recruited, percent of clients completing all sessions of an Intervention, percent of tested clients that receive their test results, client satisfaction).
- b. Indicate how your agency will monitor and evaluate progress in meeting targets as defined by the goals and measurable objectives of your program design (process monitoring). Indicate how this will be accomplished for each Intervention Category to be provided.
- c. Indicate how your agency will monitor and evaluate the implementation and outcomes of the proposed interventions/services/activities (outcome monitoring). Indicate how this will be done for each Intervention Category to be provided.
- d. Explain how your agency will use information from reporting information systems to validate the accuracy and completeness of data. How will data be used to determine the scope and reach of programs and how the applicant will use these data to evaluate program components to guide and adjust future activities? Address both client level interventions (individual and groups, peers) and interventions that can be reported in the aggregate (e.g., outreach (client recruitment), health communication/public information).

## **7. Budget**

**Use Budget Forms (not included in page limitation)**

**Maximum Score: 20 points**

Complete the attached budget forms (Attachment 8), and assume a 12-month budget. All costs should be reasonable, cost-effective and directly related to activities described in the application. Justification for each cost should be submitted in narrative form. The budget pages and justification will not be counted toward the page limit.

- a. Complete the budget forms as directed for a 12-month period.
- b. Budgeted costs should relate directly to the activities described in the application. The amount requested should be reasonable with respect to proposed services and be cost-effective.
- c. All positions budgeted should be consistent with the services being proposed.
- d. For partially funded positions, the percent effort being requested should be reasonable for the responsibilities being proposed in the program design.

- e. Budgeted items should be justified and fundable under state and federal guidelines.
- f. Funding requested for administrative and management costs should adhere to the guidelines below.

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

Funds requested may NOT be used to supplant resources supporting existing services or activities.

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

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

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

- Attachment 2: Funding and Program History for HIV Services.
- Attachment 3: Agency Capacity Information
- Attachment 4: Board of Directors/Task Force
- Attachment 5: Population Data Sheet
- Attachment 6: Workplan (required for each Intervention Category proposed)
- Attachment 8: Budget Forms
- Attachment 10: Letter of Commitment from Board of Directors (or Equivalent Official)
- Attachment 11: Application Checklist
- Attachment 13: Vendor Responsibility Questionnaire (if you choose not to complete on-line)
- Attachment 14: Vendor Responsibility Attestation
- Attachment 17: Application Cover Page
- Most recent Yearly Independent Audit
- Memorandum of Agreement (MOA) for joint applications, designating one agency as lead

## **B. COMPONENT C – COMMUNITY SERVICES COORDINATION UPON RELEASE**

Applications should conform to the following prescribed format:

- Maximum number of pages: **12** (not including the program summary, budget pages and attachments)
- Font size: **12-point** unreduced, Times New Roman
- Double-spaced
- Page margin size: One inch on all sides
- Printed only on one side of the page
- Number all narrative pages; not to exceed the maximum number of pages

**Failure to follow these guidelines may result in a deduction of up to 5 points.**

Please respond to each of the sections described below. Your responses comprise your application; be complete and specific when responding to each section. **Number and letter the narrative response to correspond to each question and all elements within the question in the order presented within each section.** If appropriate, indicate if the question/element is not applicable or relevant to the applicant organization or application.

Refer to all sections that detail **Applicant Eligibility and Preferences, Guiding Principles, Scope of Program Interventions** and **General Program Requirements** when designing your application.

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

### **1. Program Summary**

**Maximum Pages: 2 (not included in page limitation)**

**Maximum Score: Not Scored**

Summarize the proposed program by briefly stating the purpose of the program and describing the overall design including the target population, region/HUB and DOCS facilities targeted, the proposed interventions and support services that meet the program purpose, number of persons to be reached by each intervention/service, and related anticipated program outcomes.

### **2. Justification of Need**

**Maximum Pages: 2**

**Maximum Score: 10 points**

- a. Indicate the process used to identify priority needs and major barriers to prevention interventions and support services for the target population within the HUB to be served.  
*Reference applicable documents and reports used to demonstrate need.*

- b. Indicate HUB/Selected facilities targeted and describe the proposed population to be served with the proposed program. Briefly discuss the factors that influence risk taking behaviors which place the target population at high risk for HIV infection/transmission. Incorporate information about concurrent risk transmission with other diseases, particularly STIs and hepatitis C. *Provide relevant statistics that support your response. To the extent possible, present data from your own program(s).*
- c. Provide a specific rationale to show how the priority needs and major barriers for the target population, as described, connect to the proposed program and justify the prevention interventions and support services to be provided.
- d. Describe to what extent representatives of the target population were involved in the applicant's process to identify needs and proposed interventions/services to meet those needs. (e.g., program/services data, anonymous surveys, focus groups)
- e. Identify other programs, if any, which provide similar interventions and services to the target population in the proposed HUB/region and indicate how the proposed program will enhance existing services and avoid duplication.

### **3. Applicant Experience and Capacity**

**Maximum Pages: 4**

**Maximum Score: 20 points**

- a. Provide an overall description of the applicant's history and experience providing services to the proposed target population within the region to be served. Show how the proposed program design is connected to the applicant's mission and indicate how the proposed program will be integrated and coordinated with other applicant agency programs, as appropriate.
- b. Describe your existing HIV/STI and hepatitis C prevention-related activities/services, focusing on those targeting inmates and individuals returning to the community. Provide specific information related to services to the target populations/region including length of time services have been provided, unduplicated number of individuals served, current interventions/programs, and data that demonstrates the applicant's success in providing these services. **Provide information that demonstrates applicant meets preference factor of having expertise and successful history in providing HIV/STI and hepatitis C related interventions/services to incarcerated individuals and individuals returning to the community within the region/geographic area targeted.**

The following attachment should be completed to support this section of your application: **Attachment 2: Funding and Program History for HIV Services.**

- c. Explain your agency's administrative capacity, including executive and fiscal management structure/systems, information systems, and board governance. **Provide information to demonstrate that the applicant meets the preference factor of having**

**two years of experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports as per contract obligations.**

The following two attachments should be completed to support this section of your application: **Attachment 3: Agency Capacity Information** and **Attachment 4: Board of Directors/Task Force**.

- d. Describe your agency's capacity and experience with the implementation of the NYSDOH AIDS Institute Reporting System (AIRS) including staffing roles and responsibilities for the following activities: data collection and entry, data verification/quality assurance, analysis, and report submission to the AIDS Institute. Indicate how data will flow from point of service delivery to entry into AIRS. Also, provide a brief description of physical infrastructure used to support AIRS implementation. If using a network system, describe the network structure, server specifications, connectivity, number of users and physical sites accessing the system. If using a stand alone system, include desktop specifications.
- e. Describe the applicant's experience providing culturally competent and linguistically appropriate services to the target population. Include one example that demonstrates your ability to provide culturally sensitive and relevant services. **Preference will be given to organizations that have demonstrated expertise with the provision of prevention and support services to diverse communities and with the implementation of culturally competent services to incarcerated individuals and individuals returning to the community.**
- f. Describe your agency's experience working within correctional settings. In particular, highlight the process and strategies for gaining access into NYS correctional facilities and the promotion of services within correctional settings.
- g. Describe your agency's experience working with other community-based agencies that traditionally serve incarcerated individuals and individuals returning to the community as well as other diverse communities.

If a joint application is submitted, describe the lead agency's ability to discharge specific responsibilities relating to subcontracting. Programmatic and fiscal accountability for activities specified in the application to be carried out by subcontractors rests with the lead agency as the contracting entity. The applicant agency should have the infrastructure and expertise to carry out the following:

1. Execution of subcontracts;
2. Program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting;
3. Oversight relating to subcontractor budgets, fiscal reporting and expenditure monitoring;

4. Timely reimbursement of subcontractor expenditures; and
5. Routine meetings among staff of participating agencies to foster collaboration and improved delivery of services.

h. Attach a copy of your most recent Yearly Independent Audit.

#### **4. Program Design and Description of Intervention Categories/Activities**

**Maximum Pages: 4**

**Maximum Score: 20 points**

The proposed Program Design and Description of Intervention Categories/Activities should be consistent with the requirements and guidance described in the **Guiding Principles** and **Scope of Program Interventions** sections of this RFA for **Component C**.

- a. Briefly describe the overall design for the proposed program including rationale, goal of the program, target population, region, and Intervention Category (Project START or Community Coordination Services upon Release). Indicate the anticipated outcomes, activities, and how activities selected will help achieve these outcomes for each Intervention Category. Complete **Attachment 5: Population Data Sheet** by indicating the demographic characteristics of the individuals to be served through the proposed program.
- b. Describe the methods or strategies that the applicant plans to use to engage and recruit individuals into the program/intervention(s) and retain them throughout the intervention. Include a description of the following:
  - 1) How the applicant will ensure that program services reach high-risk members of the selected target population,
  - 2) How the target population will be involved in selecting recruitment strategies, and
  - 3) If/how incentives will be used to facilitate recruitment and retention (when appropriate/allowed)
- c. Describe the proposed staffing for the program; indicate the role of each position, and summarize the plan for providing on-going staff training and support to ensure consistent, high quality services. Include a description of the management and supervisory structure for the program, including who will be responsible for program management and oversight. Indicate how staff represents the demographics of the population/community to be served.
- d. Indicate how you will ensure services are culturally, linguistically, developmentally and age appropriate. **Preference will be given to applicants that utilize staff that represent the demographics of the population/community to be served, as proposed in this application, and ensure programs are culturally competent and appropriate.**
- e. Describe how the program will ensure that appropriate coordination occurs among different programs, disciplines, departments and elements of the criminal justice system

including other community based organizations providing services to ex-offenders, local parole offices and other Criminal Justice Initiative providers as appropriate.

- f. Indicate how you will ensure successful referrals and linkages to address intervention and support service needs not to be provided as a component of the proposed program.

## **5. Work Plan: Attachment 6 - Required for each Intervention Category proposed**

**Maximum Pages: No limit (not included in page limitation)**

**Maximum Score: 20 points**

Use Attachment 6 to complete the required **Work plan** and indicate: Location/setting and/or HUB, Intervention Category, anticipated outcome(s), total # of events, total # of individuals to be reached, intervention objective(s), specific activities, timeframe for implementation, staff responsible, process/outcome measures, and how measures will be evaluated (methods) for each proposed Intervention Category. **Complete a separate Work plan worksheet per Intervention Category proposed.**

All objectives for Intervention Categories within the work plan should be described in a specific, measurable, achievable, relevant, and time-phased manner (SMART). Projections should be reasonable and be based on the overall program design and budget.

## **6. Monitoring and Evaluation**

**Maximum Pages: 2**

**Maximum Score: 10 points**

- a. Describe program monitoring and evaluation strategies your agency will use to measure programmatic effectiveness (e.g., number of clients recruited, percent of clients completing all sessions of an Intervention, percent of tested clients that receive their test results, client satisfaction).
- b. Indicate how your agency will monitor and evaluate progress in meeting targets as defined by the goals and measurable objectives of your program design (process monitoring). Indicate how this will be accomplished for each Intervention Category to be provided.
- c. Indicate how your agency will monitor and evaluate the implementation and outcomes of the proposed interventions/services/activities (outcome monitoring). Indicate how this will be done for each Intervention Category to be provided.
- d. Explain how your agency will use information from reporting information systems to validate the accuracy and completeness of data. How will data be used to determine the scope and reach of programs and how the applicant will use these data to evaluate program components to guide and adjust future activities? Address both client level

interventions (individual and groups, peers) and interventions that can be reported in the aggregate (e.g., outreach (client recruitment), health communication/public information).

## **7. Budget**

### **Use Budget Forms (not included in page limitation)**

#### **Maximum Score: 20 points**

Complete the attached budget forms (Attachment 8), and assume a 12-month budget. All costs should be reasonable, cost-effective and directly related to activities described in the application. Justification for each cost should be submitted in narrative form. The budget pages and justification will not be counted toward the page limit.

- a. Complete the budget forms as directed for a 12-month period.
- b. Budgeted costs should relate directly to the activities described in the application. The amount requested should be reasonable with respect to proposed services and be cost-effective.
- c. All positions budgeted should be consistent with the services being proposed.
- d. For partially funded positions, the percent effort being requested should be reasonable for the responsibilities being proposed in the program design.
- e. Budgeted items should be justified and fundable under state and federal guidelines.
- f. Funding requested for administrative and management costs should adhere to the guidelines below.

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

Funds requested may NOT be used to supplant resources supporting existing services or activities.

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

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

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

Attachment 2: Funding and Program History for HIV Services.  
Attachment 3: Agency Capacity Information  
Attachment 4: Board of Directors/Task Force  
Attachment 5: Population Data Sheet  
Attachment 6: Workplan (required for each Intervention Category proposed)  
Attachment 8: Budget Forms  
Attachment 10: Letter of Commitment from Board of Directors (or Equivalent Official)  
Attachment 11: Application Checklist  
Attachment 13: Vendor Responsibility Questionnaire (if you choose not to complete on-line)  
Attachment 14: Vendor Responsibility Attestation  
Attachment 17: Application Cover Page  
Most recent Yearly Independent Audit  
Memorandum of Agreement (MOA) for joint applications, designating one agency as lead

### **C. COMPONENT D: PRISON HOTLINE SERVICES**

Applications should conform to the following prescribed format:

- Maximum number of pages: **12** (not including the program summary, budget pages and attachments)
- Font size: **12-point** unrounded, Times New Roman
- Double-spaced
- Page margin size: One inch on all sides
- Printed only on one side of the page
- Number all narrative pages; not to exceed the maximum number of pages

**Failure to follow these guidelines may result in a deduction of up to 5 points.**

Please respond to each of the sections described below. Your responses comprise your application; be complete and specific when responding to each section. **Number and letter the narrative response to correspond to each question and all elements within the question in the order presented within each section.** If appropriate, indicate if the question/element is not applicable or relevant to the applicant organization or application.

Refer to all sections that detail **Applicant Eligibility and Preferences, Guiding Principles, Scope of Program Interventions** and **General Program Requirements** when designing your application.

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

## **1. Program Summary**

**Maximum Pages: 2 (not included in page limitation)**

**Maximum Score: Not Scored**

Summarize the proposed hotline program by briefly stating the purpose of the program and describing the overall design/approach including the target population, the proposed interventions and support services that meet the program purpose, number of persons to be reached by each intervention/service, and related anticipated program outcomes.

## **2. Justification of Need**

**Maximum Pages: 2**

**Maximum Score: 10 points**

- a. Indicate the process used to identify statewide priority needs and major barriers for the target population. *Provide relevant statistics that support your response. To the extent possible, present data from your own program(s).*
- b. Provide a specific rationale to show how the priority needs and major barriers for the target population, as described, connect to the proposed hotline program and justify the interventions and support services to be provided.
- c. Describe to what extent representatives of the target population were involved in the applicant's process to identify needs and proposed interventions/services to meet those needs. (e.g., program/services data, anonymous surveys, focus groups)
- d. Identify other programs, if any, which provide similar interventions and services to the target population in the proposed HUB/region and indicate how the proposed program will enhance existing services and avoid duplication.

## **3. Applicant Experience and Capacity**

**Maximum Pages: 4**

**Maximum Score: 20 points**

- a. Provide an overall description of the applicant's history and experience providing services to the proposed target population. Show how the proposed program design is connected to the applicant's mission and indicate how the proposed program will be integrated and coordinated with other applicant agency programs, as appropriate.
- b. Describe your existing HIV/STI and hepatitis C prevention-related activities/services, focusing on those targeting inmates and individuals returning to the community, as well as operating a hotline. Provide specific information related to services to the target populations/region (statewide) including length of time services have been provided, unduplicated number of contacts/individuals served, current interventions/programs and,

data that demonstrates the applicant's success in providing these services. **Provide information that demonstrates the applicant meets the preference factor of having experience with the design and successful implementation of statewide hotline services.**

The following attachment should be completed to support this section of your application: **Attachment 2: Funding and Program History for HIV Services.**

- c. Explain your agency's administrative capacity, including executive and fiscal management structure/systems, information systems, and board governance. **Provide information to demonstrate that the applicant meets the preference factor of having two years of experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports as per contract obligations.**

The following two attachments should be completed to support this section of your application: **Attachment 3: Agency Capacity Information** and **Attachment 4: Board of Directors/Task Force.**

- d. Describe your agency's capacity and experience with the implementation of the NYSDOH AIDS Institute Reporting System (AIRS) including staffing roles and responsibilities for the following activities: data collection and entry, data verification/quality assurance, analysis, and report submission to the AIDS Institute. Indicate how data will flow from point of service delivery to entry into AIRS. Also, provide a brief description of physical infrastructure used to support AIRS implementation. If using a network system, describe the network structure, server specifications, connectivity, number of users and physical sites accessing the system. If using a stand alone system, include desktop specifications.
- e. Describe the applicant's experience providing culturally competent and linguistically appropriate services to the target population. Include one example that demonstrates your ability to provide culturally sensitive and relevant services. **Preference will be given to organizations that have demonstrated expertise with the provision of prevention and support services to diverse communities and with the implementation of culturally competent services to incarcerated individuals and individuals returning to the community.**
- f. Describe your agency's experience working with partners including DOCS, other state/local government agencies and community based agencies that traditionally serve incarcerated individuals and individuals returning to the community. In particular, highlight the process and strategies for the promotion of hotline services.

If a joint application is submitted, describe the lead agency's ability to discharge specific responsibilities relating to subcontracting. Programmatic and fiscal accountability for activities specified in the application to be carried out by subcontractors rests with the

lead agency as the contracting entity. The applicant agency should have the infrastructure and expertise to carry out the following:

1. Execution of subcontracts;
2. Program management, including general program oversight, on-site reviews and developing a process for routine narrative and statistical reporting;
3. Oversight relating to subcontractor budgets, fiscal reporting and expenditure monitoring;
4. Timely reimbursement of subcontractor expenditures; and
5. Routine meetings among staff of participating agencies to foster collaboration and improved delivery of services.

g. Attach a copy of your most recent Yearly Independent Audit.

#### **4. Program Design and Description of Hotline Services: Intervention/Activities**

**Maximum Pages: 4**

**Maximum Score: 20 points**

The proposed Program Design and Description of Intervention Categories/Activities should be consistent with the requirements and guidance described in the **Guiding Principles and Scope of Program Interventions** section of this RFA for **Component D**.

- a. Briefly describe the overall design for the proposed Hotline program including days/hours of operation, goal of the program, target population, and Intervention Categories to be provided as components of the Hotline. For each Intervention Category proposed indicate anticipated outcomes and how activities selected will help achieve these outcomes. Complete **Attachment 5: Population Data Sheet** by indicating the demographic characteristics of the individuals to be served through the proposed program.
- b. Describe the proposed staffing for the program; indicate the role of each position, and summarize the plan for providing on-going staff training and support to ensure consistent, high quality services. Include a description of the management and supervisory structure for the program, including who will be responsible for program management and oversight.
- c. Indicate how you will ensure services are culturally, linguistically, developmentally and age appropriate.
- d. Explain how your agency will promote the provision of hotline services to DOCS facilities and indicate the strategies for distributing materials and information in correctional settings.

- e. Indicate how your agency will ensure successful referrals and linkages to address intervention and support service needs upon release.

## **5. Work Plan: Attachment 6 - Required for each Intervention Category proposed**

**Maximum Pages: No limit (not included in page limitation)**

**Maximum Score: 20 points**

Use Attachment 6 to complete the required **Work plan** and indicate: Location/setting and/or HUB, Intervention Category, anticipated outcome(s), total # of events, total # of individuals to be reached, intervention objective(s), specific activities, timeframe for implementation, staff responsible, process/outcome measures, and how measures will be evaluated (methods) for each proposed Intervention Category (see page 33). **Complete a separate Work plan worksheet per Intervention Category proposed.**

All objectives for Intervention Categories within the work plan should be described in a specific, measurable, achievable, relevant, and time-phased manner. Projections should be reasonable and be based on the overall program design and budget.

## **6. Monitoring and Evaluation**

**Maximum Pages: 2**

**Maximum Score: 10 points**

- a. Describe program monitoring and evaluation strategies your agency will use measure programmatic effectiveness (e.g., number of callers served, number of callers receiving information/materials, percent of clients linked to medical care and/or support services upon release, and client satisfaction).
- b. Indicate how your agency will monitor and evaluate progress in meeting targets as defined by the goals and measurable objectives of your program design (process monitoring). Indicate how this will be accomplished for each hotline intervention category to be provided.
- c. Indicate how your agency will monitor and evaluate the implementation and outcomes of the proposed interventions/services/activities (outcome monitoring). Indicate how this will be done for each hotline intervention to be provided.
- d. Explain how your agency will use collection and reporting information systems to ensure data accuracy. How will data be used to determine the scope and reach of programs and how the applicant will use these data to evaluate program components to guide and adjust future activities? Address both client level interventions (individual) and aggregate interventions (e.g., program promotion, health communication/public information).

## **7. Budget**

### **Use Budget Forms (not included in page limitation)**

#### **Maximum Score: 20 points**

Complete the attached budget forms (Attachment 8), and assume a 12-month budget. All costs should be reasonable, cost-effective and directly related to activities described in the application. Justification for each cost should be submitted in narrative form. The budget pages and justification will not be counted toward the page limit.

- a. Complete the budget forms as directed for a 12-month period.
- b. Budgeted costs should relate directly to the activities described in the application. The amount requested should be reasonable with respect to proposed services and be cost-effective.
- c. All positions budgeted should be consistent with the services being proposed.
- d. For partially funded positions, the percent effort being requested should be reasonable for the responsibilities being proposed in the program design.
- e. Budgeted items should be justified and fundable under state and federal guidelines.
- f. Funding requested for administrative and management costs should adhere to the guidelines below.

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

Funds requested may NOT be used to supplant resources supporting existing services or activities.

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

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

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

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Attachment 14: Vendor Responsibility Attestation  
Attachment 17: Application Cover Page  
Most recent Yearly Independent Audit  
Memorandum of Agreement (MOA) for joint applications, designating one agency as lead

**V. PREVENTION INTERVENTION AND SUPPORT SERVICE DEFINITIONS**  
See Attachment 18.

## **VI. ADMINISTRATIVE REQUIREMENTS**

### **A. Issuing Agencies**

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

### **B. Question and Answer Phase**

All substantive questions **must** be submitted in writing to:

Rex DeVoe, Assistant Director  
Bureau of Community Based Services  
AIDS Institute/NYS Department of Health  
Room 342, Corning Tower  
Empire State Plaza  
Albany, NY 12237

Fax: (518) 474-1793  
Email: CJIRFA@health.state.ny.us

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

Questions of a technical nature can also be addressed in writing (at the addresses noted above) or via telephone by calling Rex DeVoe at **(518) 486-1412**. Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. See the paragraph titled “Applicant Conference and Letter of Interest” (below) to determine how to receive department responses to questions.

This RFA has been posted on the NYSDOH public website at: <http://www.nyhealth.gov/funding> and on the HRI website at <http://www.healthresearch.org/funding>. Questions and answers, as well as any updates and or modifications, will be posted on the DOH and HRI websites by the date posted on the cover page of this RFA.

### **C. Applicant Teleconferences and Letter of Interest**

- In place of an in-person applicant conference, applicant conference calls will be held for this RFA. A separate conference call will be held for Component A, Component B, Component C, and Component D. These conference calls will be held on the date and time posted on the cover page of this RFA. The NYSDOH/HRI requests that all potential applicants register for this conference call(s) by sending an email to **Sarah Ryan at [sar09@health.state.ny.us](mailto:sar09@health.state.ny.us)** to insure that adequate phone lines will be available for the number of prospective participants. Upon registering for the conference call(s), applicants will receive the call information (i.e., phone number and access code). The deadline for registering for the applicant conference call(s) is posted on the cover page of this RFA.

Failure to attend the applicant conference call(s) will NOT preclude the submission of an application.

- Letter of Interest - Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest **must** be received by the date posted on the cover page of this RFA at the following address in order to automatically receive any updates or modification to this RFA. Failure to submit a Letter of Interest will **not** preclude the submission of an application. A sample Letter of Interest format is included as Attachment 9 to this RFA.

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

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

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

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

Applicants are expected to submit one (1) original unbound, signed application and six (6) complete copies, including all attachments. The original should be clearly identified and include a letter of commitment signed by the chairperson of the applicant's Board of Directors (or his/her designee) or equivalent official (Attachment 10). Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this document.

Applicants should pay special attention to Attachment 11, Application Checklist, to ensure that submission requirements have been met. Applicants should review this attachment *before* writing and *prior* to submitting the application.

\*It is the applicant's responsibility to see that all applications are completed and are delivered to Room 478 prior to the date and time specified above. Late applications due to a documentable delay by the carrier may be considered at HRI/NYSDOH's discretion.

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

1. Reject any 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.

#### **F. Term of Contract**

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

It is expected that contracts resulting from this RFA will be for a 12-month term, with an anticipated start date of **March 1, 2011**. The initial contract period may vary depending on the funding stream. Awards may be renewed for up to four additional one-year periods, based upon satisfactory performance and the availability of funds.

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

#### **G. Payment Methods and Reporting Requirements**

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

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

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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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.

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.

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

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

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that State agencies award contracts only to responsible vendors. Vendors are invited to file the required **Vendor Responsibility Questionnaire** online via the New York State VendRep System or may choose to complete and submit a paper questionnaire, provided in *Attachment 13 (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](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us).

In addition to the on-line or paper submission of the Vendor Responsibility Questionnaire, vendors should also complete and submit *Attachment 14 (Vendor Responsibility Attestation)* with their application.

### **I. General Specifications**

1. By signing the Letter of Commitment from the Board of Directors or equivalent official (Attachment 10) each applicant attests to its express authority to sign on behalf of the applicant.

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

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

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

#### 5. Provisions Upon Default

- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department/HRI acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the NYSDOH/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of 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.

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

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application (See Attachment 15).

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

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

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

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

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

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

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

APPENDIX G Notifications

### **K. For HRI Contracts Only**

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications (See Attachment 16 – 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 – NYSDOH AIDS Institute Policy regarding Access to and Disclosure of Personal Health Related Information

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

## **VII. APPLICATION REVIEW PROCESS**

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

The reviewers will consider the following factors: (1) overall merit of the application; (2) clarity of the application; (3) responsiveness to the RFA; (4) applicant's capacity and experience (including at least two years experience with administrative, fiscal, and programmatic oversight of government contracts including timely and accurate submission of fiscal and program reports); (5) applicant's experience providing proposed services; (6) demonstration of need for the proposed services; (7) availability other of resources and coordination of similar services in the applicant's service area; (8) applicant's access to the target population/community; (9) comprehensiveness and soundness of the program design; (10) relative intensity of the activities/services to be provided; (11) appropriateness of the evaluation strategy; (12) relevance and justification of budget costs; (13) funding and performance history of the agency or program

with the AIDS Institute and/or with other funding sources for the provision of similar or related services for which the agency is applying.

For **all components**, awards will be made to the highest scoring applicant in each designated HUB (see charts under each component). If there is an insufficient number of acceptable applications (scoring 70 or above) received for a HUB, the NYSDOH AI/HRI reserve the right to fund a marginal application or resolicit the funding for a specific HUB or component.

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

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

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

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

## **Attachment 1**

### **MAP OF NYS DOCS FACILITIES BY HUB**

See Attachment 1

**Funding and Program History for HIV/STD and Hepatitis C Services**  
**(past 3 years)**

**RFA #10-0001: HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals  
 Returning to the Community from New York State Correctional Facilities**

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

| Name of Sponsor/Funder | Purpose of Funding | Contract Period | Final Total Expenditures* | Type of Written Program or Fiscal Corrective Action (deficiencies) noted by the Sponsor |
|------------------------|--------------------|-----------------|---------------------------|---|
|                        |                    |                 |                           |   |
|                        |                    |                 |                           |   |
|                        |                    |                 |                           |   |
|                        |                    |                 |                           |   |
|                        |                    |                 |                           |   |

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

**RFA #10-0001: HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals Returning to the Community from New York State Correctional Facilities**

**Agency Capacity Information**

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

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

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

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**RFA #10-0001**  
**HIV/STI and Hepatitis C Prevention and Support Services for Inmates**  
**and Individuals Returning to the Community from New York State**  
**Correctional Facilities**

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

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

**Projected Number of Individuals to be Served by the proposed program** \_\_\_\_\_

**Client Race/Ethnicity:**

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

**Client Age Group:**

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

**Gender:**

|         |                                  |
|---------|----------------------------------|
| _____ % | Female                           |
| _____ % | Male                             |
| _____ % | Other _____                      |
| _____ % | <b>Total (should equal 100%)</b> |

**HIV Status/Risk History:**

|         |                  |
|---------|------------------|
| _____ % | HIV +            |
| _____ % | HIV at high risk |

Attachment 6  
**HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals  
 Returning to the Community from New York State Correctional Facilities**  
**RFA #10-0001**  
**Proposed Interventions Work Plan**  
**Initial Contract Year**

**Applicant:**  
**Application for Component:**  
**Intervention Category:**  
**Anticipated Outcome(s):**

Total # of events per Intervention Category:  
 Total # of Individuals to be reached per Intervention Category:

**\*\*please use a separate work plan form for each Intervention Category (IC)**

| HUB/<br>Facilities to be<br>Served | READINESS AND INTERVENTION/SERVICE DELIVERY |  |                                  |  | Outcome<br>Evaluation<br>Measures/Method | Person(s) Responsible<br>for each activity |
|------------------------------------|---|--|----------------------------------|--|--|--|
|                                    | Objective(s)                                | Specific Activity to<br>achieve objective(s) | Time frame for<br>implementation | Process<br>Evaluation<br>Measures/Method |  |  |
|                                    |   |  |                                  |  |  |  |
|                                    |   |  |                                  |  |  |  |

**EXAMPLE**

**HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals  
Returning to the Community from New York State Correctional Facilities**

**RFA #10-0001**

**Proposed Interventions Work Plan**

**Initial Contract Year**

**Applicant:** ACME Community Based Organization

**Application for Component:** B

**Intervention Category:** Client Recruitment

**Anticipated Outcome(s):** Outreach/Client Recruitment will result in inmates becoming familiar with HIV/STI and hepatitis C services provided by DOCS and our organization and will result in either a referral to DOCS services or the provision of intervention/services by our organization.

Total # of events per Intervention Category: 55

Total # of unduplicated individuals to be reached per Intervention Category: 550

**\*\*please use a separate work plan form for each Intervention Category (IC)**

| READINESS AND INTERVENTION/SERVICE DELIVERY                       |  |   |                                  |  |   |   |
|---|--|---|----------------------------------|--|---|---|
| HUB/<br>Facilities to be<br>Served                                | Objective(s)   | Specific Activity to achieve<br>objective(s)  | Time frame for<br>implementation | Process<br>Evaluation<br>Measures/Methods  | Outcome<br>Evaluation<br>Measures/Method  | Person(s) Responsible<br>for each activity        |
| ABC,<br>DEF,<br>GHI,<br>JKL and MNO<br>Correctional<br>Facilities | Hire , train and secure<br>gate clearance for 1<br>outreach worker | 1) Recruit 1 outreach staff,<br>provide orientation/training<br>and secure gate clearance | 1) month 1 - 2                   | 1 outreach worker<br>will be hired, trained<br>and gate clearance<br>will be secured.                            | 1 outreach worker<br>will complete<br>required training and<br>begin to implement<br>interventions/services<br>within the targeted<br>facilities. | Dir. of Program<br>Service, Executive<br>Director |
|   |  |   |                                  | Verify training is<br>scheduled.<br>Check forms for gate<br>clearance were<br>submitted to DOCS<br>and approved. | Confirm attendance<br>Document on training<br>log.<br>Verify an activities<br>calendar has been<br>developed.                                     |   |

Attachment 6

| READINESS AND INTERVENTION/SERVICE DELIVERY                       |  |  |                               |   |   |  |
|---|--|--|-------------------------------|---|---|--|
| HUB/<br>Facilities to be Served                                   | Objective(s)   | Specific Activity to achieve objective(s)  | Time frame for implementation | Process Evaluation Measures/Methods   | Outcome Evaluation Measures/Method  | Person(s) Responsible for each activity  |
| ABC,<br>DEF,<br>GHI,<br>JKL and MNO<br>Correctional<br>Facilities | Conduct five outreach events monthly during months 2 – 12 for a total of 55 events reaching 550 unduplicated clients during this contract period | 1) Meet with Dep. of Programs to negotiate client recruitment activities during facility orientation<br>2) Recruit 550 clients via 5 events during DOCS orientation at each of the five correctional facilities in XYZ HUB 1Xmonth | 1) month 2-12                 | 75% of clients recruited during the contract year will access one or more interventions/services (i.e., HERR, CTR)  | 75% of clients who access HERR and participate in a group level intervention will report engaging in safer sex behavior (as measured via Outcome Monitoring Survey) | 1) Dir. of Program Service, Executive Director<br>2) Dir. of Program Services, Outreach Worker |
|   |  |  |                               | Collect client level data (intake, risk history).<br><br>Check data for how many clients were reached overall.<br><br>Verify enrollment in one or more intervention/services. | Administer pre-post test.<br><br>Check client level data- group attendance & outcome report.<br>Check for missing data and rectify records when needed.             |  |

Attachment 6

**Applicant:** ACME Community Based Organization

**Application for Component:** B

**Intervention Category:** Prevention Interventions and Support

**Anticipated Outcome(s):** The group level intervention Healthy Choices will result in inmates becoming more knowledgeable about HIV/STI and hepatitis C prevention and risk reduction activities and will receive the support needed to address issues such as unmet medical needs, disclosure, and risk taking behaviors.

Total # of events (cycles) per Intervention Category: 16 events/cycles (1 x month for 8 months @ 2 correctional facilities)

Total # of unduplicated individuals to be reached per Intervention Category: 128 (96 will complete all 5 sessions)

**\*\*please use a separate workplan form for each Intervention Category (IC)**

| READINESS AND INTERVENTION/SERVICE DELIVERY |  |   |                                  |   |  |  |
|---|--|---|----------------------------------|---|--|--|
| HUB/<br>Facilities to be Served             | Objective(s)   | Specific Activity to achieve objective(s)   | Time frame for implementation    | Process Evaluation Measures/Method  | Outcome Evaluation Measures/Method   | Person(s) Responsible for each activity        |
| DEF and JKL Correctional Facilities         | Hire , train and secure gate clearance for 2 Prevention services staff | 1) Hire staff and ensure gate clearance has been obtained<br>2) Train prevention services staff | 1) month 1 - 2<br>2) month 1 - 2 | 2 Prevention services staff will be hired, trained and gage clearance will be secured.  | 2 Prevention services staff will be begin to deliver                               | 1) Dir. of Program Service, Executive Director |
|   |  |   |                                  | Verify training is scheduled and confirm attendance.<br><br>Check forms for gate clearance were submitted to DOCS and approved. | Document on training log.<br><br>Verify an activities calendar has been developed. |  |

Attachment 6

| READINESS AND INTERVENTION/SERVICE DELIVERY |  |   |  |   |   |  |
|---|--|---|--|---|---|--|
| HUB/<br>Facilities to be Served             | Objective(s)   | Specific Activity to achieve objective(s)   | Time frame for implementation                          | Process Evaluation Measures/Method  | Outcome Evaluation Measures/Method  | Person(s) Responsible for each activity  |
|   | <i>Provide one Healthy Choices event at DEF and JKL correctional facilities monthly beginning month 4 of first contract cycle.</i> | <i>1) Meet with Dep. of Programs to negotiate the provision of group level prevention intervention activities during facility programming<br/>2) Recruit and enroll clients<br/>3) Deliver 16 Healthy Choices Intervention (5 session) at DEF and JKL Correctional facilities (2 x 8 months = 16)<br/># clients 8 per Intervention cycle = 128 unduplicated clients</i> | <i>1) month 1 - 2<br/>2) month 3<br/>3) month 4-12</i> | <p><i>100% will be of the target population</i></p> <p><i>75% (96) clients enrolled during the first contract cycle will complete all five sessions (full dosage)</i></p> <p><i>90% (86) of clients completing all five sessions will develop an individualized risk reduction plan</i></p> | <p><i>100% (96) of clients completing all five sessions of Health Choices will demonstrate an increase in knowledge, attitudes, skill</i></p> <p><i>75% (72) of clients will report intent to engage in safer sex behavior (follow up).</i></p> | <i>1) Dir. of Program Service, Executive Director, Prevention services staff</i> |
|   |  |   |  | <p>Collect client level data (intake, risk history)</p> <p>Check client level data to verify demographics.</p> <p>Check group data to verify attendance, how many sessions were delivered, who facilitated the sessions and types of referrals made.</p>                                    | <p>Administer pre/post test.</p> <p>Check outcome monitoring report to verify the degree of change in clients' KABBs.</p> <p>Check referral report to verify how many clients accessed referred services.</p>                                   |  |

**INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS**

**Page 1 - Summary Budget**

A. Please list the amount requested for each of the major budget categories. These include:

1. Salaries
2. Fringe Benefits
3. Supplies
4. Travel
5. Equipment
6. Miscellaneous Other (includes Space, Phones and Other)
7. Subcontracts/Consultants
8. Administrative Costs

B. The column labeled Third Party Revenue should only be used if a grant-funded position on this contract generates revenue. This could be either Medicaid or ADAP Plus. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third Party Revenue column.

**Page 2- Personal Services**

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

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

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

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

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

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

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

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

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

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

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

## Attachment 7

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

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

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

### **Page 4 -Subcontracts**

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

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

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

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

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

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

**Attachment 8**

**BUDGET FORMS**

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

*(To be used for Solicitations)*

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

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

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

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

*\* If applicable to RFA*



## Fringe Benefits and Position Descriptions

Contractor:  
 Contract Period:  
 Federal ID #:

### FRINGE BENEFITS

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

YES

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

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

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

NO

**Complete 2-6 below.**

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

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

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

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

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

6. Requested rate and amount for fringe benefits:

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

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

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

### POSITION DESCRIPTIONS

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

**Position Descriptions (cont.)**

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

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

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

**Subcontracts/Consultants**

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

**SUBCONTRACTS/CONSULTANTS :**

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

Agency/Name

Description of Services

Amount

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

**Grant Funding from All Other Sources**

**Contractor:**

**Contract Period:**

**Federal ID #:**

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

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

**AIDS Institute**  
Solicitation Budget Justification

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

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

Attachment 9

**SAMPLE  
Letter of Interest**

Valerie J. White  
Deputy Director, Administration & Data Systems  
NYSDOH, AIDS Institute  
ESP, Corning Tower, Room 485  
Albany, NY 12237

**RFA #10-0001**

**RFA Name: HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals Returning to the Community from New York State Correctional Facilities**

Dear Ms. White:

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

Sincerely,

Name  
Title  
Applicant Agency  
Address  
Email

**Letter of Commitment from Board of Directors or Equivalent Official  
RFA #10-0001**

**HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals  
Returning to the Community from New York State Correctional Facilities**

Date:

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

Dear Ms. White:

This letter certifies that the Board of Directors (or Equivalent Official) of \_\_\_\_\_  
(Agency name) has reviewed and approved the enclosed application to the New York State  
Department of Health AIDS Institute for funding under the “HIV/STI and Hepatitis C Prevention  
and Support Services for Inmates and Individuals Returning to the Community from New York  
State Correctional Facilities” Request for Application, Solicitation #10-0001.

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

The Board (or Equivalent Official) attests that the organization meets the following eligibility  
requirement (please check the appropriate box):

- A not-for-profit health and human service agency with a 501c(3) designation  
OR
- A hospital or community health center licensed under Article 28 of the NYS Public  
Health Law  
OR
- An academic institution

Sincerely,

Chairperson/ President  
Board of Directors (or Equivalent Official)

**APPLICATION CHECKLIST  
RFA #10-0001**

**HIV/STI and Hepatitis C Prevention and Support Services for Inmates and Individuals  
Returning to the Community from New York State Correctional Facilities**

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

**FORMAT**

- The portion of the application to which page limits apply does not exceed:  
For Component A and B: **14 double-spaced pages**;  
For Component C and D: **12 double-spaced pages**;
- The application uses a **12-font type**;
- The application has **one-inch margins** on all sides;
- All copies are **legible**;
- All pages are **numbered**; and
- All attachments are **clearly marked**.

**BUDGET**

- Budget does not exceed the maximum budget amount for the component for which you are applying.

**Please arrange your application in the following order and note inclusion of applicable elements by placing a check mark in the adjacent box.**

- Application Checklist (RFA Attachment 11)
- Application Cover Page (RFA Attachment 17)
- Letter of Commitment (RFA Attachment 10)
- For joint applications, Memorandum of Agreement (MOA)
- Population Data Sheet (RFA Attachment 5)
- Application Narrative
- Work Plan (RFA Attachment 6)

## Attachment 11

- Budget Forms (RFA Attachment 8)
- Funding and Program History for HIV Services (RFA Attachment 2)
- Agency Capacity Information (RFA Attachment 3)
- Board of Directors/Task Force (RFA Attachment 4)
- Copy of your most recent Yearly Independent Audit
- Vendor Responsibility Questionnaire (RFA Attachment 13)
- Vendor Responsibility Attestation (RFA Attachment 14)

## Vendor Responsibility Questionnaire

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

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

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

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

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

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

**Attachment 13**

**VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

**I. BUSINESS CHARACTERISTICS**

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

**II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Certification**

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

**The undersigned certifies that he/she:**

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

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

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

Title \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

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

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

**Attachment 15**

**STANDARD NEW YORK STATE GRANT CONTRACT  
WITH APPENDICES**

# GRANT CONTRACT (STANDARD)

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

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

## OTHER APPENDICES

|       |                |   |
|-------|----------------|---|
| _____ | APPENDIX A-2   | Program-Specific Clauses  |
| _____ | APPENDIX E-1   | Proof of Workers' Compensation Coverage   |
| _____ | APPENDIX E-2   | Proof of Disability Insurance Coverage  |
| _____ | APPENDIX H     | Federal Health Insurance Portability and Accountability Act<br>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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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, 9<sup>th</sup> 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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, 9<sup>th</sup> Floor  
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than \_\_\_\_ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE <monthly or quarterly> voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the \_\_\_\_\_.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than \_\_\_\_\_ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum,

the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

## II. Progress and Final Reports

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

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

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

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

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

#### I. CORPORATE INFORMATION

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

#### II. SUMMARY STATEMENT

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

#### III. PROGRAM GOALS

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

#### IV. SPECIFIC DELIVERABLES

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

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

## Appendix G

### NOTICES

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

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

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

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

Agency Code 12000  
APPENDIX X

Contract Number: \_\_\_\_\_

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

Amendment Number X-\_\_\_\_\_

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

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

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

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

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

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

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Value before amendment) (Initial start date)

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

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

This will result in new contract terms of:

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

Signature Page for:

Contract Number: \_\_\_\_\_

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

Amendment Number: X-\_\_\_\_\_

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

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

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

STATE OF NEW YORK            )  
  )    SS:  
County of \_\_\_\_\_         )

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

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

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## APPENDIX A-2

### STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

1. Any materials, articles, papers, etc. developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment, when deemed appropriate by the AIDS Institute: "Funded by a grant from the New York State Department of Health AIDS Institute". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding the content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured by the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. In the performance of a complete and accurate audit of the program, by the STATE, it may become necessary to extend the process to include foundations or other closely allied corporations which have as a primary goal the benefit and/or promotion of the CONTRACTOR. This extended audit would be pursued only to the extent of identifying funds received from or to be used for operation of the program, the purposes of such funds and is not intended as a monitoring device of the foundation or closely allied corporations as such.
6. The CONTRACTOR agrees to maximize third-party reimbursement available for HIV counseling, testing, medical care, case management, and other funded services, including Medicaid reimbursement for HIV primary care available through participation in the New York State Department of Health's HIV Primary Care Medicaid Program. If eligible, CONTRACTOR agrees to enroll in the HIV Primary Care Medicaid Program by signing the Provider Agreement contained in the Department of Health Memorandum 93-26 within 60 days of the execution date of this Agreement (if otherwise eligible to provide some or all of the primary care services reimbursable thereunder). The CONTRACTOR further certifies that any and all revenue earned during the term of the Agreement as a result of the services and related activities performed pursuant to this Agreement, including HIV counseling and testing, comprehensive HIV medical examinations, CD4 monitoring and associated medical treatment and case management, will be made available to the program within the health facility generating those revenues and shall be used either to expand those program services or to offset expenditures submitted by the CONTRACTOR for reimbursement. The CONTRACTOR shall request approval in writing of its proposed uses of these funds. No such revenue shall be allocated without the written endorsement of the State.
7. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York, including Chapter 584 of the Laws of 1988 (the New York State HIV Confidentiality Law) and the appropriate portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and Confidentiality of HIV Related Information).

8. The CONTRACTOR, subcontractors or other agents must comply with New York State Department of Health AIDS Institute policy regarding access to and disclosure of personal health related information, attached to this AGREEMENT as Appendix F and made a part hereof.

9. Neither party shall be held responsible for any delay in performance hereunder arising out of causes beyond its control and without its fault or negligence. Such causes may include, but are not limited to fire, strikes, acts of God, inability to secure transportation or materials, natural disasters, or other causes beyond the control of either party.

10. The CONTRACTOR agrees not to enter into any agreements with third party organizations for the performance of its obligations, in whole or in part, under this AGREEMENT without the STATE's prior written approval of such third parties and the scope of work to be performed by them. The subcontract itself does not require the STATE's approval. The STATE's approval of the scope of work and the subcontractor does not relieve the CONTRACTOR of its obligation to perform fully under this contract.

11. All such subcontracts shall contain provisions specifying:

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

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

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

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

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

# APPENDIX F

## AIDS INSTITUTE POLICY

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

#### 1. Statement of Purpose

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

#### 2. Definition

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

#### 3. Access

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

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

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

#### 4. Disclosure

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

#### 5. Disposition

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

#### 6. Confidentiality Protocols

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

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

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

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

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

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

**7. Employee Training**

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

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

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

**8. Employee Attestation.**

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

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

New York State Department of Health

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

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

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

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

## Information in the box below must be completed.

|  |
|--|
| Name and address of facility/person disclosing HIV-related and/or medical information:<br>_____<br>_____   |
| Name of person whose information will be released: _____   |
| Name and address of person signing this form (if other than above):<br>_____<br>_____  |
| Relationship to person whose information will be released: _____<br>_____  |
| 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:<br>_____<br>_____  |
| 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):<br>_____<br>_____ |

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Human Immunodeficiency Virus that causes AIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Client/Patient Number \_\_\_\_\_

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

Departamento de Salud del Estado de Nueva York

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

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

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

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

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:

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

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

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

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

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

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

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

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

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

Nombre (en letra de imprenta) \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment 16**

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

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

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

**2. Allowable Costs/Contract Amount -**

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

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

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

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

**3. Administrative, Financial and Audit Regulations –**

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

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

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

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/](http://www.hhs.gov/ocr/hipaa/).

#### II. Obligations and Activities of the Business Associate:

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

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

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

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

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

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

#### (b) Specific Use and Disclosure Provisions:

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

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

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

#### IV. Obligations of Covered Program

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

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

#### V. Permissible Requests by Covered Program

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

## VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Agreement.
  
- (b) *Effect of Termination.*
  - (1) Except as provided in paragraph (b)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is not possible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction not possible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

## VII. Violations

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

## VIII. Miscellaneous

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

## ATTACHMENT D

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

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

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

#### **2. Definition**

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

#### **3. Access**

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

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

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

#### **4. Disclosure**

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

#### **5. Disposition**

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

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

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

- (1) measures to ensure that letters, memoranda and other documents containing personal health related information are accessible only by authorized personnel;
- (2) measures to ensure that personal health related information stored electronically is protected from access by unauthorized persons;
- (3) measures to ensure that only personal health related information necessary to fulfill authorized functions is maintained;

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

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

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

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

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

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

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

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

## **7. Employee Training**

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

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

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

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

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

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

## **8. Employee Attestation.**

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

## ATTACHMENT E

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

Interim Revisions June 1992

#### **1. Basic Principles**

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

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

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

#### ***Section 2500 Use of Funds:***

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

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

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

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

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

## **2. Program Review Panel**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Attribution Statement for Grantees' HIV Prevention Messages**

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

### **GENERAL AUDIENCES:**

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

### **SCHOOL SETTINGS:**

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

### **STREET OUTREACH/COMMUNITY SETTINGS:**

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

### **INDIVIDUAL AND GROUP COUNSELING:**

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

### **COMMENTS**

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

**Application Cover Page**

**RFA#:10-0001**

**HIV/STI AND HEPATITIS C PREVENTION AND SUPPORT SERVICES FOR  
INMATES AND INDIVIDUALS RETURNING TO THE COMMUNITY FROM NEW  
YORK STATE CORRECTIONAL FACILITIES**

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

Component (please check):

- Component A     - Component B     - Component C     - Component D

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

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

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

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

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

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

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

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

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

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

If applying for Component A, B, or C please indicate the HUB to be served:

- Wende     - Elmira     - Oneida     - Watertown     - Clinton  
 - Great Meadow     - Sullivan     - Greenhaven     New York City

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Glossary of Terms**

### **Behavioral-Based Prevention Interventions**

The integration of behavior change theories into public health practice to minimize transmission. Sound HIV prevention interventions have been grounded in several overarching behavioral science models such as the logic model, the information motivation-behavioral skill model, the transtheoretical (TTM) model, and social-cognitive theory. Behavioral theory states that by understanding the process of change, interventions can be designed that target specific behaviors, change the behaviors that lead to HIV infection, and assist in maintenance of protective behaviors once they are adopted. Theory based HIV risk reduction interventions have been considered the most promising because they have been the most rigorously evaluated.

### **Client Recruitment**

Strategies developed by a service organization to engage members of the target population in care and services. These strategies promote awareness of the agency's program through outreach, in-reach, and referral agreements with other agencies serving the target population. Social marketing (advertising, brochures, palm cards, web-site, hotlines, etc.) is another client recruitment strategy.

### **Communities of Color, Populations of Color, Persons of Color**

Categories of race/ethnicity, other than White/Non-Hispanic, used in the 2000 Census: Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander. Since the earliest years of the HIV epidemic in New York State, persons of color have been disproportionately affected by HIV/AIDS.

### **Community Level Interventions (CLIs)**

Interventions intended to generate awareness of, interest in and commitment to HIV/AIDS-related matters in the community. CLIs encourage individuals and community organizations to increase community support of the behaviors known to reduce the risk of HIV transmission and infection. These interventions seek to reduce risky behaviors by influencing attitudes, norms and practices. Activities include community mobilization, social marketing campaigns, community-wide events and policy interventions.

### **Community Services Coordination upon Release**

Time limited (pre and post release) activities targeted to HIV positive men and women related to the successful re-integration of individuals returning to the community from NYS correctional facilities and that seek to establish linkages between clients and community interventions/services. The goal of these linkages is to reduce risk taking behaviors after release and to decrease the chances of re-incarceration.

### **Compendium of HIV Prevention Interventions with Evidence of Effectiveness**

The Compendium is the Centers for Disease Control resource that provides state-of-the-science information about interventions with evidence of reducing sex- and/or drug-related risks, and the rate of HIV/STD infections. All interventions selected for the Compendium are from behavioral or social studies that had both intervention and control/comparison groups and positive results for behavioral or health outcomes. Control/comparison groups were required of the studies to demonstrate that successful results could be attributed to the interventions. The compendium is available on the web at:

<http://www.cdc.gov/hiv/topics/research/prs/evidence-based-interventions.htm>

### **Comprehensive Risk Counseling and Services (CRCS)**

CRCS is intensive, individualized client centered counseling for adopting and maintaining HIV risk-reduction behaviors for HIV infected and high risk uninfected persons. The fundamental goal is to promote the adoption of HIV risk reduction behaviors by clients with multiple, complex problems and needs. It is a hybrid of HIV risk reduction counseling and traditional case management that provides intensive, ongoing and individualized prevention counseling, support, and service coordination.

### **Culturally and Linguistically Appropriate Services**

Providing culturally competent services means that clients perceive services as relevant to their problems, helpful in achieving the desired outcomes and comfortable. Culture and language have considerable impact on how clients access and respond to health and human services. Providing culturally competent HIV/AIDS services requires:

- Assuring access to adequate financial, administrative and programmatic resources for competent, organized, indigenous efforts of the communities themselves to solve their problems;
- Understanding and addressing the impact of racism, discrimination, and poverty on the consumer's life experience and ability to obtain needed services and valuing the expertise of those who share the cultural realities and values of the consumer;
- Adapting services to differences in family structures, expectations, preferences, help-seeking behavior, world views and class backgrounds;
- Providing ongoing cultural competence training for providers, in areas such as cultural identity development, dynamics of difference, culturally specific interventions, etc. and avoiding the tendency to superficial approaches which define cultural competence purely on the basis of skin color, ethnic origin, and/or religious belief of the provider.

Competence implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors and needs presented by consumers and their communities.

### **DEBI**

DEBI is the acronym for Diffusion of Effective Behavioral Interventions. DEBI refers to the national-level strategy to transfer HIV prevention technology to state and community groups by providing training and ongoing technical assistance on *selected* evidence-based HIV/STD interventions that are described in the CDC's Compendium of HIV Prevention Interventions with Evidence of Effectiveness. The selected interventions have been proven effective through research studies that showed positive behavioral (e.g., use of condoms; reduction in number of partners) and/or health outcomes (e.g., reduction in the number of new STD infections). Information on DEBI interventions is available on the web at:

<http://www.effectiveinterventions.org>.

## **Encounter Types**

**Single Session Structured Intervention:** The provision of harm reduction, health education and risk reduction counseling, based on an established curriculum or outline, to an individual and/or group during the course of a single event.

**Multiple Session Structured Intervention:** The provision of progressive/series based harm reduction, health education and risk reduction counseling, based on an established curriculum or outline, to an individual and/or group.

**Individual Risk Reduction Counseling:** A one-to-one session targeting a high-risk individual for the purpose of providing on-going support, information, skills building for behavior change, and/or maintenance of behavior change. This intervention is responsive to the emergent needs of the individual. There is no set curriculum.

**Peer Training Services:** Training of individual peer educators that is based on a set curriculum/outline. It also includes the delivery of continuing peer training to address peer needs and ongoing skill development.

## **Evaluation**

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

## **Evidence-Based Interventions**

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

## **Health Communication/Public Information (HC/PI)**

The delivery of HIV/AIDS prevention messages and/or promotion of HIV related activities through one or more mediums to target audiences. The purpose is to increase awareness, build general support for safe behaviors, support personal risk reduction efforts, and/or provide individuals with general information about programs and available services.

## **Health Education/Risk Reduction (HE/RR)**

Organized efforts to reach people at increased risk of becoming HIV infected or, if already infected, of transmitting the virus to others. The goal is to reduce the spread of HIV infection.

Activities range from individual level HIV prevention counseling/education to broad, community-based interventions.

### **Heterosexual Contact**

Individuals who report specific heterosexual contact with a person with, or at increased risk for, HIV infection (i.e., sex with an injection drug user, a bisexual male, or a person known to be HIV-positive or to have AIDS).

### **Injection Drug Users**

Individuals who are at risk for HIV infection through the use of equipment to inject drugs (e.g., syringes, needles, cookers, spoons, etc.).

### **Intervention**

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

### **Interventions Delivered to Groups (IDGs)**

Health education and risk reduction interventions provided to groups of varying sizes. IDGs are designed to assist clients with planning, achieving and maintaining behavior change using a science based model (i.e., cognitive model, health belief model). IDGs use models that provide a wide range of skill building activities, information, education and support. IDGs are delivered in a group setting.

### **Interventions Delivered to Individuals (IDIs)**

Health education and risk reduction counseling services provided to one individual at a time. IDIs involve assessing client risk and readiness for change. IDIs assist planning for individual behavior change and ongoing appraisals of behavior. Interventions include a skill-building component and facilitate linkages to service in both clinic and community settings in support of behaviors and practices that prevent the transmission of HIV.

### **Men who have Sex with Men (MSM)**

Men who report sexual contact with other men or with both men and women.

### **Men who have Sex with Men/Injection Drug Users (MSM/IDU)**

Men who report both sexual contact with other men and/or women and use injection drugs.

### **Mother with/at risk for HIV**

Women who have HIV or are at risk of becoming infected and who are pregnant and, thus, at risk of transmitting HIV to their infant.

### **Objective**

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

### **Outreach**

HIV/AIDS interventions that are client engaging and are generally conducted face to face (or in virtual environments such as the Internet) with individuals who are at high risk in the neighborhoods and areas where they congregate. Outreach efforts may include the use of

peers/para-professional staff to implement activities and may target non-traditional venues such as social establishments.

### **Outcome Assessment**

Analysis used to determine the effects of a program. Outcome assessment is primarily concerned with the effects of a program on the recipients of the service.

### **Partner Notification Assistance Counseling (PNAC) and Skills Building**

PNAC is the process of engaging and educating HIV-infected clients about the important responsibility of informing past and present sexual and syringe-sharing partners of their exposure to HIV. PNAC counsels clients that when partners are notified of HIV exposure, they can protect themselves and others by getting counseling, testing and, if positive, referrals to medical treatment and other needed services. PNAC provides HIV-infected individuals an array of options for notifying partners. For clients who opt to notify their partners themselves, PNAC helps them build the skills to determine when, where and how. Partner notification skills can be developed through coaching and role-playing/modeling as well as through discussions on how to handle potentially problematic situations which can arise during the notification process. A client may require multiple counseling sessions before he/she is comfortable with notifying his/her partners. Public health staff is available through the Partner Notification Assistance Program (PNAP) and the Contact Notification Assistance Program (CNAP) to provide partner assistance counseling and referral services.

### **Peer Delivered Services**

A peer is an individual who has the same or similar characteristics, background and life experiences as those of the population being served. The greater the number of commonalities that the peer has with the target audience, the easier it will be for the peer to be accepted by members of the community and to establish meaningful bonds with group members that are conducive to the exchange of information and ideas. The peer model has proven to be extremely successful in building the trust and bonding necessary for individuals to look carefully at their behaviors and successfully make behavior change.

Peers should be recruited from the communities to be served and to be provided with comprehensive training designed to assist them in performing the required duties of their job. The peer educator/counselor is expected to conduct outreach to the target population, engage members of the target group in receiving the services of the agency/organization, provide HIV/AIDS education to individuals or groups, answer questions, present facts, identify resources for people who want more information, and provide guidance and support to those making choices about personal behavior to reduce the risk of HIV infection to themselves and others.

Peer training should provide peers with the facts and skills necessary to teach and counsel others about HIV infection and AIDS. Training programs should use a variety of exercises and activities designed to stimulate learning and increase the peers' knowledge and understanding of HIV and AIDS.

### **Prevention Counseling**

An interactive process between client and counselor/educator aimed at identifying concrete, acceptable and appropriate ways to reduce risk behaviors related to HIV acquisition (for HIV uninfected clients) or transmission (for HIV infected clients).

### **Prevention Program**

An organized effort to design and implement one or more interventions to achieve a set of predetermined goals and objectives. For example: to increase condom use with non-monogamous partner.

### **Prevention Services**

Interventions, strategies, programs and structures designed to change behavior that may lead to HIV infection or other diseases. Examples of HIV prevention services include the following: street outreach, educational sessions (HCPI), condom/materials distribution and HIV risk reduction counseling.

### **Prevention Services with Persons Infected with HIV/AIDS**

Services designed to promote behavior change(s) in people living with HIV/AIDS to reduce risks to others and any further risks to themselves. Services are client-centered and based in behavioral science. They include assistance to clients in developing the skills needed to reduce or eliminate high-risk behaviors and to sustain behavior change. Consumers are linked to services that support efforts to prevent further transmission.

### **Process Assessment**

A description of activities undertaken to accomplish an objective or to bring about a desired outcome as it relates to program goal.

### **Program Development**

An ongoing, comprehensive planning process used to establish programs supported by a well-thought-out and documented plan of action.

### **Project START**

An individual-level, multi-session intervention for people being released from a correctional facility and returning to the community. It is based on the conceptual framework of Incremental Risk Reduction, and focuses on increasing clients' awareness of their HIV, STI, and Hepatitis risk behaviors after release and providing them with tools and resources to reduce their risk.

### **Community Re-entry:**

A short-term (up to six months), individual-level supportive service that assists with the successful re-integration of individuals returning to the community from NYS correctional facilities. Activities seek to establish linkages between clients and community interventions and services and are usually provided by peers who also serve as mentors to newly released clients. Examples of activities include escort and transport from point of entry to the first parole appointment within 24 hours, escort and transport to initial medical or social services appointments as well as advocacy and translation services during these appointments. Activities, such as housing and employment, must be coordinated with the client's parole officer. Medical services include not only general medical care, but also primary health care, reproductive health care (pregnancy testing, prenatal care, family planning, obstetrical and gynecological care), and other specialty care. Social services include introduction to and engagement with a community services organization for long term case management and assistance acquiring entitlements.

## **Referral**

The act of directing a person to a service through face-to-face contact, telephone, written or any other type of communication. Referral activities may occur formally through a memorandum of understanding (MOU) or informally, as when they are part of community outreach.

## **Strategy or Model**

Strategies or models are approaches to instruction designed around a theoretical base of how students learn. A strategy or model of instruction combines a series of skills and practices in a specific sequence. Examples of strategies and models are: Health Belief Model, Logic Model, and Transtheoretical Model of Behavior Change.

## **Supportive Services**

Services that enhance a client's ability to access prevention, health and social services. Examples of supportive service include: transportation, housing, child-care, support groups and counseling services. Services should ideally be offered to a client to assisting the client in obtaining needed medical and social services.

## **Target Population**

Populations that are the focus of HIV prevention efforts because they have high rates of HIV infection and high levels of risk-taking behaviors (i.e., MSM, MSM/IDU, IDU, Heterosexual).

## **Theory**

Theories are developed and tested over time within a specific timeframe. They include casual relationships and answer the question "why:" sometimes they predict cause and effect (If...then). Examples: Cognitive Theory, Social Learning Theory, and Social Influence Theory. For a useful, easy-to-understand fact sheet describing behavioral theories, go to:

<http://www.caps.ucsf.edu/pubs/FS/pdf/theoryFS.pdf>

## **Transitional Planning**

Transitional planning is a multi-step service that helps to ensure a continuum of services for HIV infected pre-release inmates who have disclosed their HIV status within the correctional facility. Transitional planning addresses prevention and support service needs of inmates to ensure a coordinated transition from incarceration to community and facilitates access to interventions that will address the prevention needs of persons who are HIV infected. Post release follow up is required to determine health and social service outcomes and, if necessary, to reconnect to care and prevention services.