RFA # 10-0002 **FAU #** 1007150333

New York State
Department of Health

AIDS Institute
Division of HIV Health Care
Bureau of HIV Program Review and Systems Development and
Health Research, Inc.

Request for Applications

Housing and Supportive Housing Services for People Living with HIV/AIDS

KEY DATES

RFA Release Date:	**November 30, 2010**
Questions Due:	**December 9, 2010**
RFA Updates and Questions & Answers Posted:	**December 29, 2010**
Letter of Interest Due:	**January 5, 2011**
Applications Due:	**January 12, 2011, 5:00 PM**
DOH Contact Name & Address:	**Tim Doherty** **NYS Department of Health** **AIDS Institute – Chronic Care Section** **Empire State Plaza** **Corning Tower, Room 421** **Albany, NY 12237** hpurfa@health.state.ny.us

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I. Introduction

The New York State Department of Health AIDS Institute (NYSDOH AI) Division of HIV Health Care, Bureau of HIV Program Review and Systems Development, and Health Research, Inc. (HRI) announce the availability of state and federal funds to support the provision of housing and supportive housing services for people living with HIV/AIDS (PLWH/A).

The AIDS Institute seeks providers in metropolitan, suburban and rural areas of New York State to develop and implement programs to reach and provide enhanced supportive housing services, short term rental/utility assistance and emergency rental/utility assistance to PLWH/A and their families who are homeless or in danger of becoming homeless.

A. Background/Intent

As of December 31, 2007, there were almost 125,000 individuals in New York State living with HIV/AIDS. The Centers for Disease Control and Prevention (CDC) has estimated on the basis of national data that as many as 25,000 additional New Yorkers may be infected with HIV but are not yet aware of their status. Many individuals are not diagnosed with HIV until their disease has progressed from HIV to AIDS. For people who enter into care late, HIV medications are often not as effective as they might have been had treatment been initiated earlier. Recent data suggests that late diagnosis (an AIDS diagnosis made within one year of the initial HIV diagnosis) may be as high as 35% statewide.[1] As many as 36% of people in New York State who are aware of their HIV status (or almost 45,000 people), may not have received HIV-related primary care in the past 12 months.

Public health experts and service providers for the homeless and HIV/AIDS population have estimated that 3% – 10% of the homeless population are HIV positive, and in some communities, up to 16% of PLWH/A are homeless, at any given time. The homeless have a median rate of HIV at least 3 times higher than the general population (vs.1%) and 40% – 60% of PLWH/A report lifetime experience of homelessness or housing instability. Factors contributing to homelessness among PLWH/A include co-morbidities of mental illness and substance use, history of incarceration, isolation from family and lack of social supports, job loss, unemployment and housing discrimination, the high cost of health care, and the debilitating effects of the disease.

Safe, affordable housing is essential for people living with HIV/AIDS to benefit from new treatments and adhere to medication regimens. Studies show that homelessness causes serious disruptions in healthcare and significantly reduces access to treatment options. Without stable housing, the ability to take medications on a routine schedule can be severely impaired. In a study in NYC, researchers found those receiving housing services were more than twice as likely to remain in appropriate medical care as those not receiving housing services.[2]

A key finding in the NYC CHAIN Report on Housing Need, Housing Assistance, and Connection to HIV Medical Care is that "there is a strong and consistent relationship between housing status and connection to HIV medical care. Housing instability, including living in a

1 http://www.health.state.ny.us/diseases/aids/statistics/annual/2006/2006-12_annual_surveillance_report.pdf
2 Messeri, Abramson, Aidala, Lee & Lee,*The impact of ancillary HIV services on engagement in medical care in New York City*, AIDS CARE (2002) Vol.14, Supp.1 pp. S15-29, p. S25

temporary or transitional housing program, as well as literal homelessness, is associated with delayed entry into medical care, not receiving care that meets good clinical practice standards, dropping out of care, and inconsistent use of antiretroviral medications, even when indicated by established clinical markers."[3]

The research presents strong evidence of the need to enhance and improve efforts to ensure that HIV-infected individuals enter care and initiate treatment as early as possible, and sustain adherence to prescribed treatment. Securing and maintaining adequate housing and supportive services is vital to ensuring access to resources that facilitate the removal of barriers to obtaining and maintaining HIV/AIDS health care services.

Research completed in San Francisco in 2008 concluded that the negative effects of homelessness on survival rates for persons with AIDS can be minimized with access to supportive housing and supportive housing services. Studies have shown that housing the homeless, including those with mental illness and substance abuse problems, is feasible and can be accomplished for a modest cost. Stable housing contributes to better health care outcomes. Researchers theorize that housed persons are better able to keep medical appointments, store their medications, and adhere to their regimen because housing provides a structure that contributes to a steady routine.[4] The homeless have a much lower rate of compliance with medical and behavioral health care. The 2005 New York State Needs Assessment consumer surveys confirmed that when provided with appropriate supports, clients with co-morbidities of substance abuse and mental illness were able to maintain consistent health care and adhere to medications.

Many factors complicate the lives of homeless PLWH/A including: a high risk of contracting TB and/or hepatitis C; a high incidence of drug/alcohol addiction and mental health issues; having multiple sex partners; and using sex as a means for survival or for obtaining drugs.

During 2008, the AIDS Institute conducted a series of listening forums throughout New York State to identify provider, clinician and consumer needs, issues, concerns and barriers related to the programs and services administered by the AIDS Institute. The forums corroborated and confirmed the research findings that many of the housing needs of PLWHA remain unmet. The provision of adequate housing has a direct impact on the health and well-being of PLWHA. The most recent AIDS Institute Statewide Coordinated Statement of Need (2009) identified the ongoing need for supportive housing and supportive housing services.

AIDS Institute funding is limited to the provision of supportive housing services and financial assistance (short term rental and housing related emergencies). This solicitation is focused on those areas. The components are as follows:

Component A: Financial Assistance (Emergency Rental and Utility Assistance/Short-term Rental and Utility Assistance) for People Living with HIV/AIDS Outside of New York City

Component B: Enhanced Supportive Housing Services for People Living with HIV/AIDS

3 Aidala, Lee, Siegler Housing Need, Housing Assistance, and Connection to HIV Medical Care, NYC CHAIN Report 2006-5 p. 2

4 Sandra K Schwarcz, Ling C Hsu, Eric Vittinghoff, Annie Vu, Joshua D Bamberger, Mitchell H Katz Impact of housing on the survival of persons with AIDS

Outside of New York City

Component C: Enhanced Supportive Housing Services for People Living with HIV/AIDS in New York City

B. Expectations of the Program

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

C. Available Funding, Regional Distribution and Anticipated Awards

Up to $3,090,000 in grant funding is currently available to support the three components of this RFA. Funds under this solicitation are intended to supplement, enhance and expand, but not supplant, existing resources and services.

Agencies currently funded by the AIDS Institute for provision of services through Housing and Supportive Housing Services Initiative must apply and successfully compete for continuation of their program funding.

Eligible applicants may apply for funding under any component; however a separate application must be submitted for each component.

Component A
Up to $1,040,000 in NYS funding is available to support successful applicants for Component A. Applicants under this component can apply for an award of up to $130,000. Awards will be distributed as stated in the chart below.

Component B
Up to $1,400,000 in NYS funding is available to support successful applicants for Component B. Applicants under this component can apply for an award of up to $140,000. Awards will be distributed as stated in the chart below.

Component C
Up to $650,000 in funds from Ryan White HIV/AIDS Treatment Modernization Act is available to support successful applicants for Component C. Applicants under this component can apply for an award of up to $130,000. Awards will be distributed as stated in the chart below.

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

The number of anticipated awards per region will provide coverage of the funded services within available resources. Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. After the minimum number of awards is met in each region, any remaining funding will be awarded to the next highest scoring applicant up to the maximum number of awards for any region. If there are an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI reserve the right to fund an application scoring in the marginal range (60-69) from that region or apply the funding to other regions.

NYS/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding. In the event of a reduction in State appropriations for this initiative, the AIDS Institute reserves the right to reduce the number of awards made under Components A and B, or to shift funding from Component C to Components A and B.

Should additional funding become available, NYSDOH AIDS Institute reserves the right to make awards to the next highest scoring applicants in a component, up to the maximum number of awards designated for each region. Any awards made from additional funds will be made in

the following priority order: (1) Component A, (2) Component B, (3) Component C.

II. Who May Apply

A. Applicant Eligibility

Eligible applicants for **Component A** and **Component B** include:

- Existing not-for-profit HIV/AIDS service providers located outside New York City who have direct experience providing housing and/or supportive housing services to the target population.

- OR -

- Existing not-for-profit housing providers located outside New York City who have direct experience in providing transitional housing, permanent scattered-site/clustered apartments, or permanent congregate housing for persons with HIV/AIDS.

Eligible applicants for **Component C**

- Existing not-for-profit HIV/AIDS service providers located in New York City, who have direct experience providing housing and/or supportive housing services to the target population.

- OR -

- Existing not-for profit housing providers located in New York City who have direct experience in providing transitional housing, permanent scattered-site/clustered apartments, or permanent congregate housing for persons with HIV/AIDS.

B. Preference Factor

Preference will be given to applicants who demonstrate a history of at least two years of experience in the effective oversight of administrative, fiscal, and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports.

III. Project Narrative/Work Plan Outcomes

A. General Program Requirements

All applicants should consider the following standards when developing a proposal in response to this RFA. Please see program guidelines in each component description for unique requirements of the component.

Serve People Living with HIV/AIDS in Greatest Need of Housing Stability
HIV/AIDS continues to affect individuals and families in need of housing and supportive housing services. Applications should address housing needs of special and underserved populations including those who are at risk of losing housing or who are significantly challenged to remain in housing.

Persons who are multiply diagnosed (e.g., HIV/AIDS and mental illness, substance abuse, hepatitis B, hepatitis C, tuberculosis) present a unique array of housing and supportive housing needs in order to maintain appropriate housing. New medications and treatments have increased

the longevity of people living with HIV and AIDS. Consequently, there is an increasingly larger number of older adults living with HIV and AIDS, and they face the challenges of aging with HIV/AIDS. HIV illness is increasingly complicated by the long term effects of HIV treatments, substance use and other co-occurring medical conditions and people over the age of fifty face unique obstacles in obtaining and maintaining housing. Many older people require specialized supportive services to address issues related to aging with HIV/AIDS.

Applicants will be required to demonstrate experience and effectiveness in providing housing and HIV-related services to these populations. The proposed program design should demonstrate the applicant's knowledge of the community and epidemiological and demographic data for the target location.

Applicants should demonstrate how they will maintain systems to ensure that consumers are evaluated and assessed for medical and program appropriateness, and any additional eligibility requirements specific to the grant-funded program, in keeping with the requirements of the State of New York, and various supporting funding streams, as is applicable to the locality and type of funds received.

Develop a Service Delivery and Intervention Model that Supports the Greatest Possible Level of Consumer Independence and Self-sufficiency

The program design should be based on an empowerment model that will improve consumers' capacity to live independently and promote self-sufficiency. Applicants should demonstrate how the proposed program supports the greatest level of independence and self-sufficiency. Services should include strategies intended to remove barriers that prevent consumers from gaining independence. The proposed program should incorporate methods to monitor readiness and encourage clients to move out of supportive housing when able, and into independent housing.

Service delivery models that provide for both flexibility and stability as clients' health and support service needs change are strongly encouraged. One way to accomplish this could be through support services of varying intensity in permanent housing placements. Program design should include activities that promote housing stability and reflect the changing needs of the target population. Program models that provide ancillary services to support housing stability for PLWH/A and that do <u>not</u> deny housing services to clients based on failure to comply with an individual treatment plan are strongly encouraged.

Proposed services should employ intervention models that are based on the client's needs and that take into account the client's readiness, willingness and ability to make incremental changes in their lives. Such models may include harm reduction, stages of change, and motivational interviewing and counseling techniques. Applicants should specify the particular intervention model and demonstrate how it will be used to carry out program services and activities.

Promote Housing Retention and Stability as a Baseline for HIV Health Care

It has been demonstrated that PLWH/A who are homeless or at risk for homelessness can live in independent settings if provided with appropriate supports. Supportive housing is an effective means of promoting stability among high risk populations including those with co-morbidities such as mental illness and substance abuse. Once stably housed, clients are more likely to become active participants in their own medical and psychological care, and to voluntarily access supportive services.

Applicants should develop/provide services that are intended to promote housing stability. Applicants should describe services that will foster compliance with medical appointments and regimens, and specify how clients' engagement in medical services will be monitored.

Promote an Integrated and Seamless Continuum of Care

Considering the variety of social factors contributing to homelessness, along with co-morbidities often affecting persons living with HIV/AIDS, a continuum of services is essential to meet the multitude of complex and varied needs that present barriers to housing stability.

Applicants should demonstrate how their proposed program fits into a continuum of services designed to meet the housing, health care and supportive service needs of persons living with HIV/AIDS, and how that continuum can be used to support the individual's ongoing care and housing stabilization. Linkages with providers should be incorporated into the program design to ensure that people living with HIV/AIDS and co-morbidities such as mental health and substance abuse issues receive appropriate care in each system. Applicants should have clearly defined referral agreements focused on specific services needed by the target population, which are not available at the agency site. Successful applicants will demonstrate effective linkages to medical, transportation, nutritional and mental health services, as well as substance use treatment facilities and programs that assist the aging.

Case management services are necessary to ensure the continuity of care for consumers living with HIV/AIDS through a systematic, periodic monitoring of their needs and coordination of medical and social services. Housing services funded under this initiative are expected to be coordinated with existing COBRA or grant-funded case management services. Agencies should ensure that the consumers they serve will receive or have access to direct case management services either through a designated case manager or a case management team onsite, or from a case manager or team in another community-based setting off-site (e.g., COBRA case management at another agency).

Maximize Access to Services and Consumer Engagement

Applicants should demonstrate how the proposed program will assist clients in accessing a full continuum of high quality, culturally sensitive supportive housing services, either on-site or off-site. The program design should ensure that consumers and their families placed in housing have access to supportive housing services provided at the agency and are able to make effective use of them.

Program design should incorporate how the agency will assist consumers in overcoming personal or cultural barriers that may prevent them from seeking supportive housing services, as well as services that address issues that may compromise housing stability and health status. Programs should be designed with an understanding of the differences that derive from language, culture, race/ethnicity, religion, gender and age.

Demonstration of Cultural and Linguistic Competency

In order to effectively engage clients and provide high quality services, a meaningful, trusting partnership should be developed between provider and client. Programs should be designed with an understanding of the differences that derive from language, culture, race/ethnicity, religion, age and developmental characteristics. In addition, individuals may participate in one or more

subcultures, including those related to gender, income, region or neighborhood, sexual orientation, substance use, homelessness, the deaf and hard of hearing or other disabled populations.

Management and Infrastructure
Applicants are expected to demonstrate that systems are in place to support the agency's capacity to receive grant funding and administer them in conformance with the intent of the funding. The minimum standards considered to be fundamental to any funded agency's successful provision of services, HIV-related or otherwise, cover system expectations in agency administration such as fiscal operations, human resources, information systems technology, resource development, strategic planning, board development and program administration. The agency is expected to provide program staff with the necessary support, training, resources and space to enable them to carry out program goals and objectives.

Evaluation, Quality Improvement and Program Reporting
Funded organizations will be required to participate in data collection and evaluation of services and routinely:

- Provide monthly narrative reports describing the progress of the project with respect to: implementation, client recruitment, success in meeting workplan standards and milestones of the application, major or significant accomplishments achieved during the reporting period, barriers encountered, and plans to address noted problems and deviations from the workplan standard.
- Submit statistical reports on clients served, including client demographics; and
- Participate in collaborative processes with the AIDS Institute to assess program outcomes.

For statistical reports, the AIDS Institute requires maintenance and reporting of unduplicated client level data, including demographics and service histories, in accordance with applicable federal and/or state report requirements. The AIDS Institute provides and supports the AIDS Institute Reporting System (AIRS) software to enable providers to meet data submission requirements. Funded providers will be required to collect and report data using AIRS. Details on this software product may be obtained by accessing the following Internet address, www.airsny.org. Applicants are required to demonstrate capacity to collect and report all required data using AIRS (both personnel and hardware-related).

Applicants should demonstrate an understanding and capacity to incorporate evaluation activities in all phases of the program planning, design and implementation process. The program design should include sound evaluation practices and incorporate planned activities that will measure and assess goals, objectives, outcomes and processes funded by the initiative. The evaluation plan and design should be reflected in the proposed program's overall goals and activities. The evaluation design should include plans to interpret and use the results of evaluation activities for program development, refinement and continuous improvement.

Applicants should develop a quality program that incorporates the principles of continuous quality improvement. These principles include agency leadership and commitment, staff development and training, participation of staff from all levels and various disciplines, and systematic selection and ongoing review of performance criteria, including consumer satisfaction.

Confidentiality
Applicants are expected to ensure compliance with Public Health Law, Section 2786 and Article 21, Title III (section 2139), New York State HIV/AIDS Confidentiality Law, and NYS Department of Health HIV/AIDS Confidentiality Regulations (Part 63: Confidentiality of HIV-Related Information).

Ensure Consumer Involvement
Applicants are required to demonstrate consumer participation in the ongoing planning, and development of the proposed service model in the application. This may be accomplished through a Consumer Advisory Board, consumer satisfaction surveys, focus groups, involvement in continuous quality improvement, or other means of consumer input.

Community Planning
Applicants are required to demonstrate how they will collaborate with regional and local community agencies (e.g., for-profits, non-profits, public, private, etc.) in the implementation of the proposed program. Planning and coordination activities should include active participation in Ryan White HIV Care Networks, regional housing workgroups and other housing planning bodies within the region being targeted in the proposal. Program design should incorporate coordinated efforts to ensure that staff and consumers of other community organizations are made aware of and are referred to the funded agency's services.

B. Scope of Services and Component Guidelines

Component A: Financial Assistance (Emergency Rental and Utility Assistance/Short-term Rental and Utility Assistance) for People Living with HIV/AIDS Outside of New York City

Intent and Program Outcome
The AIDS Institute will fund eligible organizations to provide financial assistance for housing (emergency rental and utility assistance services/short term rental and utility assistance) to PLWH/A, outside New York City. Component A will enable agencies to provide financial assistance to help consumers obtain and maintain safe, appropriate and affordable housing and to prevent eviction and utility shut off. Financial assistance promotes housing retention and stability, augments housing placement assistance and referral services by enabling consumers and their families to relocate to more appropriate housing if necessary, and promotes access to medical care. Funds are to be used as dollars of last resort and providers are required to demonstrate efforts to access all other available benefits and funding sources for housing-related financial assistance prior to utilizing funding from this solicitation.

Financial assistance is intended to:

- Improve consumers' ability to obtain and maintain safe, appropriate, affordable housing.
- Increase the number of consumers who can remain in appropriate housing.
- Improve consumers' ability to access and/or maintain medical care.
- Increase consumer's ability to live independently.

Scope of Services
Funding may be used for any or all the following:

- Limited staff support to administer any of the funded services (the majority of funds are

expected to be used for direct financial assistance)
- Broker's Fees
- Emergency Rental Assistance
- Emergency Utility Assistance
- Short-Term Rental Assistance
- Short-Term Utility Assistance
- Minor Renovations (Non-permanent)
- Moving Expenses

NOTE: Agencies applying for more than one of the above are expected to specify the dollars allocated for each type of assistance. Agencies must base the requested amount for financial assistance on the need in region and clearly identify how the need and request were determined (i.e., based on historical assistance grants, information from local planning bodies).

The definitions of services that are eligible for funding under Component A are listed in **Attachment 1**, *Services Eligible for Funding*.

Program Guidelines

- Refer to the ***General Program Requirements*** (Section III., A, page 8) for specific program design expectations listed within each standard.
- Individual files and records will be required for each client. Files should be complete, current, and readily identifiable from other programs operated by the provider.
- Emergency financial assistance is for one-time emergency use, and is not intended to provide ongoing financial support. One-time only emergency financial assistance services may be provided to eligible individuals and their families once during a 12-month period.
- Agencies providing short term assistance will be expected to establish and maintain an allocation methodology to ensure grant funds will be available for that purpose during the duration of the funding period.
- Agencies will be required to establish medical and financial eligibility guidelines that include documentation of HIV status and the criteria for financial need determination (e.g., federal poverty guidelines, HUD eligibility requirements, or both).
- It is expected that the provision of security deposits and short-term rental assistance be made only after the property is inspected and considered decent, safe, medically appropriate and sanitary. Contractors will be expected to ensure properties meet these standards through the use of an inspection checklist and include the results in client records.
- Agencies will be required to develop and maintain a tracking system to identify consumers who receive financial assistance and should include at a minimum, the date consumers apply for services, the date assistance is provided, the amount, the reason, and the attempts at repayment, as applicable, (e.g., security deposit). Agencies that provide a consumer with short term rental assistance longer than 24 months will be expected to justify the extension.
- Measures should be taken to assist clients to prevent the recurring need for emergency financial assistance. Factors that lead to client's need for emergency financial assistance should be identified and addressed through the provision of direct service or referral.
- Agencies will be responsible for the development of plans to coordinate with outside programs to identify funds and resources that ensure individuals or families will be able to

maintain a long-term stable living situation.

- To ensure contractors are the payer of last resort, agencies are expected to have systems in place to screen consumers for eligibility with other payers and maintain records that provide evidence that recipients were screened for other subsidies.
- Ongoing contact with property owners and realtors, in order to identify new rental opportunities, should be maintained. The program should be able to assure that housing is located in areas that are safe and are as close as possible to medical and support services, family and friends, public transportation, shopping areas, etc.

Component B: Enhanced Supportive Housing Services for People Living with HIV/AIDS Outside of New York City

Intent and Program Outcome

Component B funding will enable agencies to provide enhanced supportive housing services to PLWH/A outside New York City. Supportive services should address the housing needs of special and underserved populations including those who are homeless and in need of housing placement and referral assistance, and those at risk of losing housing or who are significantly challenged to remain in housing. Funding for Housing Placement Assistance and Referral Services is intended to enable agencies to serve as a point of contact in a specific geographical area and to assist consumers with connecting to available housing and identify housing resources.

Providers applying for funds under Component B will be required to demonstrate experience and effectiveness in providing housing and HIV related services to these populations. The provision of these services requires an understanding of HIV/AIDS-specific public benefit programs, medical issues, confidentiality laws as they relate to alcohol and substance use, Article 27F of the Public Health Law and HIPAA (Health Insurance Portability and Accountability Act), as well as the need for prompt attention to a client's supportive service needs.

Funding for enhanced supportive housing services is intended to:

- Promote clients' housing retention and stability.
- Assist clients to obtain and maintain stable housing.
- Support the greatest possible level of consumer independence.
- Improve consumers' ability to access and/or maintain medical care.
- Improve access to and participation in a full continuum of care services.
- Improve coordination and timeliness of housing placement services and other needed supportive services.
- Locate and place clients in appropriate, permanent housing.

Scope of Services

Funding may be used to provide one or any combination of services and staffing for the following:

- Health and Independent Living Skills Development
- Non-Intensive Case Management (Supportive Case Management)
- Psychosocial Support Services
- Supportive Housing Coordination
- Housing Placement Assistance and Referral Services

The definitions of services that are eligible for funding under Component B are listed in **Attachment 1**, *Services Eligible for Funding*.

Program Guidelines

- Refer to the ***General Program Requirements*** (Section III., A, page 8) for specific program design expectations listed within each standard.
- Providers of case management or supportive housing coordination services are expected to comply with **Attachment 2,** *AIDS Institute Standards for HIV/AIDS Case Management.*
- Funded applicants will be required to maintain individual files and records for each client. Files should be complete, current, and readily identifiable from other programs operated by the provider.

Component C: Enhanced Supportive Housing Services for People Living with HIV/AIDS in New York City

Intent and Program Outcome

Component C funding will enable agencies to provide enhanced supportive housing services to PLWH/A in New York City. Supportive services should address the housing needs of special and underserved populations including those who are homeless and in need of housing placement and referral assistance, and those who are at risk of losing housing or who are significantly challenged to remain in housing.

Providers applying for funds under Component C will be required to demonstrate experience and effectiveness in providing housing and HIV related services to these populations. The provision of these services requires an understanding of HIV/AIDS-specific public benefit programs, medical issues, confidentiality laws as they relate to alcohol and substance use, Article 27F of the Public Health Law and HIPAA (Health Insurance Portability and Accountability Act), as well as the need for prompt attention to a client's supportive service needs.

Funding for enhanced supportive housing services is intended to:

- Promote clients' housing retention and stability.
- Assist clients to maintain stable housing.
- Support the greatest possible level of consumer independence.
- Improve consumers' ability to access and/or maintain medical care.
- Improve access to and participation in a full continuum of care services.

Scope of Services

Funding may be used to provide one or any combination of services and staffing for the following:

- Health and Independent Living Skills Development
- Non-Intensive Case Management (Supportive Case Management)
- Psychosocial Support Services
- Supportive Housing Coordination

The definitions of services that are eligible for funding under Component C are listed in **Attachment 1**, *Services Eligible for Funding.*

Program Guidelines

- Refer to the ***General Program Requirements*** (Section III., A, page 8) for specific program

design expectations listed within each standard.

- Providers of case management or supportive housing coordination services are expected to comply with the **Attachment 2**, *AIDS Institute Standards for HIV/AIDS Case Management*.
- Funded applicants will be required to maintain individual files and records for each client. Files should be complete, current, and readily identifiable from other programs operated by the provider.

IV. Administrative Requirements

A. Issuing Agencies

This RFA is issued by the NYSDOH AIDS Institute's Division of HIV Health Care, Bureau of HIV Program Review and Systems Development, and Health Research, Inc. 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:

Tim Doherty
NYSDOH AIDS Institute
Empire State Plaza, Corning Tower, Room 421
Albany, New York 12237
Fax: (518) 486-2083
email address: hpurfa@health.state.ny.us

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

Questions of a technical nature can be addressed in writing (see above) or via telephone by calling Tim Doherty at (518) 474-8162. **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.

This RFA has been posted on the NYS Department of Health's public website at: www.health.ny.gov/funding and on HRI's website at: www.healthresearch.org/funding. Questions and answers, updates and/or modifications, will also be posted on the NYS Department of Health's and HRI's website. All such updates will be posted on or before the dates identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest

(see **Attachment 3,** *Letter of Interest*). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

C. Applicant Conference and Letter of Interest

An applicant conference will not be held for this RFA.

NYSDOH and HRI encourage, but do not require, prospective applicants to submit a *Letter of Interest*. If submitting a *Letter of Interest*, please do so by the date posted on the cover of this RFA, to:

Tim Doherty
NYSDOH AIDS Institute
Empire State Plaza
Corning Tower, Room 421
Albany, New York 12237
hpurfa@health.state.ny.us

A sample *Letter of Interest* is included as **Attachment 3**.

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

D. How to File an Application

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted. * Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document.

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

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

Applicants shall submit one (1) original, signed, unbound application and six (6) complete copies, with attachments. Application packages should be clearly labeled with the name and number of the RFA (#10-0002), as listed on the cover of this RFA document. Applications **will not** be accepted via fax or e-mail.

The original application should be clearly identified and bear the original signature of the Executive Director or Chief Executive Officer of the organization submitting the application or his/her designee indicating his or her commitment to the proposed project. Please see **Attachment 4** for a sample *Letter of Commitment*. Applications should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applicants also

should use **Attachment 5**, *Application Cover Page*.

Applicants applying for both **Component A** and **Component B** must submit a separate application package for each. Each application should meet all RFA requirements and include all attachments. Please use **Attachment 6,** *Application Checklist,* to ensure that all required information is submitted.

E. The NYS Department of Health and HRI Reserve the Right To:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department and 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 New York State Office of the Comptroller or HRI.

It is expected that contracts resulting from this RFA will have an initial 12 month term. The anticipated start date of contracts is July 1, 2011. Awards may be renewed for up to four (4) additional annual contact periods, based upon satisfactory performance and the availability of funds.

G. Payment and Reporting Requirements

1. 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 state and twenty (20) percent for HRI.

2. The contractor will be required to submit monthly vouchers and required reports of expenditures to the State or HRI designated payment office:

Chronic Care Section, Housing Programs Unit
New York State Department of Health AIDS Institute
Empire State Plaza
Corning Tower, Room 421
Albany, NY 12237

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, HRI, the Department and/or the State Comptroller. Payment for State vouchers submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. 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.

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:

3. The contractor will be required to submit the following periodic reports:
    - Monthly narrative report
    - Monthly data report

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

H. Vendor Responsibility

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required *Vendor Responsibility Questionnaire* on-line via the New York State VendRep System or may choose to complete and submit a paper questionnaire **Attachment 7.** To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at https://portal.osc.state.ny.us. For direct VendRep System user assistance, the OSC Help Desk may be reached at (866) 370-4672 or (518) 408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can also obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. In addition to the on-line or paper submission of *Vendor Responsibility Questionnaire*, applicants should also complete and submit **Attachment 8**, *Vendor Responsibility Attestation*.

I. General Specifications

1. By signing the "Application Cover Page" 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 Question and Answer Phase (Section IV-B) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
    a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department/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 Department of Health/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State/HRI, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller 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.

J. Appendices Included in New York State Contracts

The following will be incorporated as appendices into any contract(s) resulting from this Request for Applications (**Attachment 9**).

APPENDIX A Standard Clauses for New York State Contracts
APPENDIX A-1 Agency Specific Clauses
APPENDIX A-2 Program Specific Clauses
APPENDIX B Detailed Budget
APPENDIX C Payment and Reporting Schedule
APPENDIX D Workplan
APPENDIX E Unless the contractor is a political sub-division of New York State, the contractor shall provide proof, completed by the contractor's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **CE-200** – 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 AIDS Institute Policy/Access to and Disclosure of Personal Health Related Information

APPENDIX G Notifications

K. Appendices Included in Health Research, Inc. Contracts

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications (**Attachment 10**):

Attachment A General Terms and Conditions - Health Research, Incorporated Contracts
Attachment B Program Specific Clauses - AIDS Institute
Attachment C Federal HIPAA Business Associate Agreement
Attachment D AIDS Institute Policy
Attachment E Content of AIDS-Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments and Educational Sessions in Centers for Disease Control Assistance Programs

V. Completing the Application

A. Application Content and Format

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

Please respond to each of the following statements and questions. Your responses comprise your application. ***Number/letter your narrative to correspond to each statement and question in the order presented below.*** Be specific and complete in your response. Indicate if the statement or question is not relevant to your agency or proposal. The value assigned to each section is an indication of the relative weight that will be given to that section when your application is scored.

An applicant checklist has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application. ***In assembling your application, please follow the outline provided in*** **Attachment 6,** *Application Checklist.*

Applicants applying for both Components A and B must submit SEPARATE and complete applications with all required attachments for each component. Applicants must meet eligibility criteria for each component being applied for. Applicants are expected to address the *General Program Requirements* and specific *Program Guidelines* for each component.

Component A applicants complete the following:

1. Program Summary **1 page**

Not scored: This section is exempt from the application's overall page limitation

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

a) purpose of the program
b) target population(s) and estimated numbers to be served
c) program design and proposed services
d) targeted geographic region and service delivery sites, including the location and region of the primary service delivery site
e) anticipated outcomes.

2. Statement of Need **Up to 2 Pages**
Maximum Score: 10 points

a) Describe the target population and the specific geographic area to be served, and justify the selection of both. Describe any special characteristics of the target population that should be considered when providing services. Describe your service location(s) within the proposed service area and site accessibility for the targeted population.
b) Describe the gaps in service and the need for the proposed housing-related financial assistance for the targeted population. Include pertinent statistics and sources of data used to demonstrate need. Describe the availability of housing funding from Federal, State and local sources within the region you are applying for (i.e., Emergency Shelter Allowance at the local DSS level, Section 8 voucher availability and other subsidized housing). Explain why these services do not meet current needs and how your proposed financial assistance will not duplicate existing financial assistance programs.
c) Describe how the need for the services proposed in the application was determined (including identified service gaps and needs) and how this process is appropriate for assessing those gaps and needs.
d) Identify and briefly describe other programs providing similar services in the target area. Describe the process for coordinating the proposed program with other HIV/AIDS and health/human service providers in the area. Describe how your proposed program will enhance services to the targeted population, without duplicating existing services.

3. Applicant Organization **Up to 3 Pages**
Maximum Score: 20 points

a) Describe your agency, its overall mission, scope of service, location and accessibility. Highlight all current HIV-related services, the number of individuals served and the length of time services have been provided.

b) Describe the population served by your agency including: age, gender, racial and ethnic background, socioeconomic status, and other significant characteristics as appropriate.
c) Describe your agency's success and challenges in providing services and implementing programs to the target population. Describe the extent to which your agency has provided housing related services or financial assistance in the past.
d) **Describe your experience in the effective oversight of administrative, fiscal and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports. Preference will be given to applicants that demonstrate two years of such experience.** Complete **Attachment 11,** *Funding History for HIV Services*.
e) Describe how the proposed program will be integrated with other programs and services within the agency. Attach agency and program level organizational charts.
f) Describe the racial/ethnic composition of the board and staff (management and program). Complete **Attachment 12**, *Board of Directors Information Form*.
g) Describe your agency's experience in working collaboratively with other agencies providing services to the target population. Include one example of how your agency overcame collaboration challenges.
h) Describe your agency's participation in Ryan White Care Network(s), task forces, coalitions and other planning bodies, including the agency's roles and activities.

4. Program Design **Up to 6 Pages**
Maximum Score: 20 points

a) Describe the design and structure of the proposed program including the following:
   1. Proposed activities/interventions from the list of fundable services (**Attachment 1**, *Services Eligible for Funding*) and explain how each service will be provided. Describe how the program design and specific activities promote housing retention and stability.
   2. Geographic area for the proposed services. Indicate counties to be served.
   3. Frequency of activities and site locations where services will be provided.
   4. Projection of the unduplicated number of clients to be served in a 12-month period. **Attachment 13**, *Data Population Sheet*
   5. Timeline of projected implementation dates. See **Attachment 14,** *Program Timeline***.** (Timelines will not be counted toward the page limit.)
b) Describe how you will identify prospective clients. Include specific methods that will be used to conduct outreach to potential clients and referring agencies. Discuss anticipated challenges and how they will be addressed.
c) Describe how the proposed program will accept referrals, the intake procedure, HIV status determination, and how consumer needs will be assessed. Provide specific eligibility criteria for financial need determination (e.g., federal poverty guidelines, HUD eligibility requirements, or both).
d) Describe how the proposed program will assess consumer needs beyond the presenting financial need or emergency. Describe interventions or strategies the program will employ to assist clients in addressing the issues that lead to the need for assistance.
e) Describe the linkage agreements that are in place to facilitate the access to the full continuum of care. How will staff ensure consumer follow up on referrals? Describe how the proposed program will ensure that consumers in need of case management services receive those services.

f) Describe how the agency will track the type and amount of financial assistance provided to each consumer and how this will be used to monitor program activities and eligibility for services. If applying for emergency assistance, describe the criteria and process that will be used to ensure one-time only assistance is maintained.
g) State the projected number of days to move a client from initial referral to eligibility determination and to the provision of financial assistance.
h) Describe how the agency will ensure that payments for short-term financial assistance will be available throughout the contract period.
i) Describe how program design will promote client empowerment and self-sufficiency.
j) Describe how you will ensure that the activities proposed are culturally competent and linguistically appropriate. How will services to persons with disabilities be provided?

5. Staffing Pattern and Qualifications **Up to 2 Pages**
Maximum Score: 15 points

a) Describe how the proposed program will be staffed and what their job duties will be.
b) Briefly describe the qualifications and experience needed for each staff position. Complete **Attachment 15,** *Agency Capacity and Staff Information*.
c) Describe how the program will ensure consumers have access to a primary staff person to address problems and promote housing stability.
d) Describe how program continuity will be maintained when there is a change in the operational environment (e.g. staff turnover, change in project leadership, etc.) to ensure stability over time.
e) Indicate staff that will be directly responsible for the development and management of the proposed program, supervision and fiscal oversight. Describe how your agency will oversee the program.
f) Describe your plans for initial and ongoing staff training and support that will be available to staff to ensure consistent quality service and achievement of all program goals. Identify mandatory training that will be required for staff.
g) On **Attachment 16**, *Implementation of AIDS Institute Reporting System (AIRS),* describe how you propose to implement AIRS. If you are currently using the system, describe your current implementation strategy. Include staff positions, roles and responsibilities for activities including but not limited to: system administration, data entry, quality control and AIDS Institute reporting. Provide a description of the physical infrastructure used to implement the system which includes the following: network versus stand-alone set-up; if networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system; if stand-alone, include desktop specifications. Your description must also fully describe how data will flow from point of service delivery to entry into AIRS.

6. Evaluation and Quality Improvement **Up to 2 Pages**
Maximum Score: 15 points

a) Describe the structure of your agency's Quality Improvement Program. Specify the frequency of meetings and how information is relayed to the Board and made available to program staff.
b) Describe your agency's overall plan for monitoring the effectiveness of the financial assistance provided. Provide specific indicators and measures that will be used to

determine whether services are meeting the needs of clients and the goals of the project.

c) Explain how the need to revise the program will be recognized, and how changes will be implemented.
d) Describe how referrals will be tracked, including confirmation that the service has been received.
e) Indicate all staff, including their credentials and experience, who will be responsible for evaluation and quality improvement of the proposed program.
f) Describe the methods that will be used to determine client satisfaction.
g) Describe how your agency will ensure that client input is part of the overall service/program and quality improvement and evaluation plan.

7. Budget and Justification

Maximum Score: 20 points

The budget pages and justification are not included in the application page limit. Agencies applying for more than one type of financial assistance are expected to specify the dollars allocated for each type of assistance.

a) Complete all required *Budget Pages* (**Attachment 17**). Assume a twelve (12) month budget. The amount requested should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA.
b) Justification for each cost should be submitted in narrative form. Indicate the method used to determine the requested amounts for each service. The budget narrative should not exceed two-double spaced pages.
c) For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined. The budget should also include all subcontracts/consultants with contractual amounts.
d) Indicate the proposed administrative cost rate with justification. Agencies without a federally approved administrative cost rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved administrative cost rate of greater than or equal to 20% may request up to 20%; agencies with a federally approved administrative cost rate of less than 20% may request their approved rate.
e) Attach a copy of the agency's most recent Yearly Independent Audit.

Do not exceed the maximum amount for the specific component for which you are applying.

This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities. Funds may be used to continue Housing and Supportive Housing Services programs currently funded by the AIDS Institute.

Ineligible budget items will be removed from the budget. Ineligible items are those determined by NYSDOH personnel to be excessive in relation to the proposed workplan or not fundable under existing state and federal guidance. The budget amount requested will be reduced to reflect the removal of the ineligible items.

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

modification of structure.

8. Required Attachments to the Application

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

- Application Checklist (Attachment 6)
- Application Cover Page (Attachment 5)
- Program Application Narrative
- Budget Forms and Justification (Attachment 17)
- Letter of Commitment from Board of Directors
- Vendor Responsibility Questionnaire (Attachment 7)
- Vendor Responsibility Attestation Form (Attachment 8)
- Agency HIV Funding History (Attachment 11)
- Board of Directors Information Form (Attachment 12) (if applicable)
- Population Data Form (Attachment 13)
- Program Implementation Timeline (Attachment 14)
- Agency Capacity/Staffing Information (Attachment 15)
- AIDS Institute Reporting System (AIRS) Implementation (Attachment 16)
- Organization Chart – Agency
- Organization Chart – HIV Program Services
- Most recent Yearly Independent Audit

Components B and C applicants complete the following:

1. Program Summary **1 page**

Not scored: This section is exempt from the application's overall page limitation

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

a) purpose of the program
b) target population(s) and estimated numbers to be served
c) program design and proposed services
d) targeted geographic region and service delivery sites, including the location and region of the primary service delivery site
e) anticipated outcomes.

2. Statement of Need **Up to 2 Pages**
Maximum Score: 10 points

a) Describe the target population and the specific geographic area/region to be served, and justify the selection of both. Describe any special characteristics of the target population that should be considered when providing services. Describe your service location(s) within the proposed service area and site accessibility for the targeted population.
b) Describe the gaps in service for the geographic area to be served, and the need for the proposed housing services for the targeted population. Include pertinent statistics and sources of data used to demonstrate need.
c) Describe how the need for services proposed in the application was determined (including identified service gaps and needs) and how this process is appropriate for assessing those gaps and needs.
d) Identify and briefly describe other programs providing similar services in the target area. Describe the process for coordinating the proposed program with other HIV/AIDS and health/human service providers in the area. Describe how your proposed program will enhance services to the targeted population, without duplicating existing services.

3. Applicant Organization **Up to 3 Pages**
Maximum Score: 20 points

a) Describe your agency, its overall mission, scope of service, location and accessibility. Highlight all current HIV-related services, the number of individuals served and the length of time services have been provided.
b) Describe the population served by your agency including: age, gender, racial and ethnic background, socioeconomic status, and other significant characteristics as appropriate.
c) Describe your agency's success and challenges in providing services and implementing programs to the target population. Describe the extent to which your agency has provided housing–related services or financial assistance in the past.
d) **Describe your experience in the effective oversight of administrative, fiscal and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports. Preference will be given to applicants that demonstrate two years of such experience.** Complete **Attachment 11**, *Funding History for HIV Services*.

e) Describe how the proposed program will be integrated with other programs and services within the agency. Your description should indicate the relationship of staff to each other, including the management and supervisory structure for the proposed program. Attach agency and program level organizational charts.
f) Describe the racial/ethnic composition of the board and staff (management and program). Complete **Attachment 12,** *Board of Directors Information Form*.
g) Describe your agency's experience in working collaboratively with other agencies providing services to the target population. Include one example of how your agency overcame collaboration challenges.
h) Describe your agency's participation in Ryan White Care Network(s), task forces, coalitions and other planning bodies, including the agency's roles and activities.

4. Program Design **Up to 6 Pages**
Maximum Score: 20 points

a) Describe the design and structure of the proposed program including the following:
   1. Proposed activities/interventions from the list of fundable services (**Attachment 1**, *Services Eligible for Funding*) and explain how each service will be provided. Describe how the program design and specific activities promote housing retention and stability.
   2. Geographic area for the proposed services. Indicate counties/boroughs or neighborhoods to be served.
   3. Frequency of activities and site locations where services will be provided.
   4. Projection of the unduplicated number of clients to be served in a 12-month period. Complete **Attachment 13,** *Data Population Sheet.*
   5. Timeline of projected implementation dates. See **Attachment 14,** *Program Timeline***.** (Timelines will not be counted toward the page limit.)
b) Describe eligibility criteria for the proposed services and how they were established.
c) Describe how you will identify prospective clients. Include specific methods that will be used to conduct outreach to make potential clients and referring agencies aware of proposed services. Discuss anticipated challenges and how they will be addressed.
d) Describe how the proposed program will accept referrals, the intake procedure, HIV status determination, how consumer needs will be assessed, how clients will be engaged in services, linked to specific housing activities, retained in service, and how the need for continued service will be determined. Describe how the program will support clients in meeting their goals.
e) Describe how the proposed program will integrate HIV systems of care that facilitate coordination of care. Describe the linkage agreements that are in place to facilitate the access to the full continuum of care. How will consumer referrals to services be monitored? Describe how the proposed program design incorporates case management services either directly or through collaboration with other off-site providers.
f) Describe the case closure process, including criteria for discharge, and how clients will be connected with aftercare (i.e., referral to case management program for those with additional needs that cannot be met through Housing Support Services, or connections to ancillary services for those who required limited assistance).
g) Describe how program design will promote client empowerment and self-sufficiency.
h) Describe how you will ensure that the activities proposed are culturally competent and linguistically appropriate. How will services to persons with disabilities be provided?

i) Describe how consumers will be involved in the development and refinement of the program.

5. Staffing Pattern and Qualifications **Up to 2 Pages**
Maximum Score: 15 points

a) Describe how the proposed program will be staffed and what their job duties will be.
b) Describe which staff will provide the specific services outlined in the program design and their specific role in the program.
c) If using a team approach, describe how staff will facilitate an organized approach to minimize overlap, coordinate interventions, and ensure consistent and accurate information is delivered to and received from external providers.
d) Briefly describe the qualifications and experience needed for each staff position. Complete **Attachment 15,** *Agency Capacity and Staffing Information*.
e) Describe how the program will ensure consumers have access to program staff.
f) Describe how client progress will be monitored on an ongoing basis. Specify staff that will have primary responsibility for monitoring client progress.
g) Describe how program continuity will be maintained when there is a change in the operational environment (e.g. staff turnover, change in project leadership, etc.) to ensure stability over time.
h) Indicate staff that will be directly responsible for the development and management of the proposed program, supervision, fiscal oversight and how the agency will oversee the program.
i) Describe the plan for initial and ongoing staff training and support that will be available to staff to ensure consistent quality service and achievement of all program goals. Identify mandatory training that will be required for staff.
j) On **Attachment 16**, *Implementation of AIDS Institute Reporting System (AIRS),* describe how you propose to implement AIRS. If you are currently using the system, describe your current implementation strategy. Include staff positions, roles and responsibilities for activities including but not limited to: system administration, data entry, quality control and AIDS Institute reporting. Provide a description of the physical infrastructure used to implement the system which includes the following: network versus stand-alone set-up; if networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system; if stand-alone, include desktop specifications. Your description must also fully describe how data will flow from point of service delivery to entry into AIRS.

6. Evaluation and Quality Improvement **Up to 2 Pages**
Maximum Score: 15 points

a) Describe the structure of your agency's Quality Improvement Program. Specify the frequency of meetings and how information is relayed to the Board and made available to program staff.
b) Describe your agency's overall plan for monitoring the effectiveness of each service/activity for housing services. Provide specific indicators and measures that will be used to determine whether services are meeting the needs of clients and the goals of the project.
c) Explain how the need to revise the program will be recognized, and how changes will be

implemented.

d) Describe how referrals will be tracked, including confirmation that the service has been received.
e) Indicate all staff, including their credentials and experience, who will be responsible for evaluation and quality improvement of the proposed program.
f) Describe the methods that will be used to determine client satisfaction.
g) Describe how your agency will ensure that client input is part of the overall service/program and quality improvement and evaluation plan.

7. Budget and Justification

Maximum Score: 20 points

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

a) Complete all required *Budget Pages* (see **Attachment 17**). Assume a twelve (12) month budget. The amount requested should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA.
b) Justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages.
c) For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined. The budget should also include all subcontracts/consultants with contractual amounts.
d) Indicate the proposed administrative cost rate with justification. Agencies without a federally approved administrative cost rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved administrative cost rate of greater than or equal to 20% may request up to 20%; agencies with a federally approved administrative cost rate of less than 20% may request their approved rate.
e) Attach a copy of the agency's most recent Yearly Independent Audit.

Do not exceed the maximum funding amount for the component for which you are applying.

This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities. Funds may be used to continue Housing and Supportive Services programs currently funded by the AIDS Institute.

Ineligible budget items will be removed from the budget. Ineligible items are those determined by NYSDOH personnel to be excessive in relation to the proposed workplan or not fundable under existing state and federal guidance. The budget amount requested will be reduced to reflect the removal of the ineligible items.

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

8. Required Attachments to the Application

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

- Application Checklist (Attachment 6)
- Application Cover Page (Attachment 5)
- Program Application Narrative
- Budget Forms and Justification (Attachment 17)
- Letter of Commitment from Board of Directors
- Vendor Responsibility Questionnaire (Attachment 7)
- Vendor Responsibility Attestation Form (Attachment 8)
- Agency HIV Funding History (Attachment 11)
- Board of Directors Information Form (Attachment 12) (if applicable)
- Population Data Form (Attachment 13)
- Program Implementation Timeline (Attachment 14)
- Agency Capacity/Staffing Information (Attachment 15)
- AIDS Institute Reporting System (AIRS) Implementation (Attachment 16)
- Organization Chart – Agency
- Organization Chart – HIV Program Services
- Most recent Yearly Independent Audit

VI. Review and Award Process

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

In addition to applicant responses to the above statements and questions, reviewers will also consider the following factors: 1) clarity of the application; 2) responsiveness to the Request for Applications; 3) agency capacity and experience; 4) demonstration of need for proposed services; 5) availability of other resources for housing support services; 6) the applicant agency's access to the target population; 7) the comprehensiveness of the program design; 8) the appropriateness of the evaluation strategy; 9) justification for costs included in the budget; 10) relative intensity of the activities/services to be provided; 11) the applicant's experience in the effective oversight of administrative, fiscal, and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports; and 12) the funding and performance history of the agency or program with the AIDS Institute and other funding sources for providing similar and related services for which the agency is applying.

The number of anticipated awards per region will provide coverage of the funded services within available resources. Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. After the minimum number of awards is met in each region, any remaining funding will be awarded to the next highest scoring applicant up to the maximum number of awards for any region. If there are an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI reserve the right to fund an application scoring in the marginal range (60-69) from that region or apply the funding to other regions.
In cases in which two or more applicants for funding are judged, on the basis of their written proposals, to be essentially equal in quality, such applicants may be invited to meet with appropriate AIDS Institute staff. Such meetings, to be conducted in a fashion comparable to employment interviews, are for the purpose of helping to distinguish between or among the applicants based on their responses to structured questions.

Applications failing to provide all required responses or failing to follow the prescribed format may be removed from consideration or points may be deducted.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

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

Following the award of contracts from this RFA, unsuccessful applicants may request a debriefing from the NYSDOH AIDS Institute no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller. These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

Note: Applicants awarded Ryan White grant funding will be required to follow the guidance detailed in **Attachment 18,** *Ryan White HIV/AIDS Treatment Modernization Act Guidance for Part B Contractors*.

Housing and Supportive Housing Services for People Living with HIV/AIDS

Services Eligible for Funding

Component A: Financial Assistance (Emergency Rental and Utility Assistance/Short-term Rental and Utility Assistance) for People Living with HIV/AIDS Outside of New York City

Emergency Rental and Utility Assistance

Emergency Rental Assistance
One-time only financial assistance for eligible consumers in danger of eviction or foreclosure, or to assist in obtaining alternate housing. Costs may include first month rent or rental arrears.

Emergency Utility Assistance
One-time only financial assistance for eligible consumers in order to avoid utility shut off. Costs may include utilities such as gas, oil, water, electric, and basic monthly telephone.

Security Deposit
One-time only financial assistance to pay for eligible consumers' security deposit for discrete residence. Security deposits may include first and last month's rent.

Moving Expenses
One-time only financial assistance to pay for eligible consumers' moving costs when the move occurs within the provider agency's catchment area from one residence to another residence.

Broker Fees
One-time only financial assistance to pay for eligible consumers' housing locator or realty (broker's) fees.

Minor Renovations (Non-Permanent)
One-time only financial assistance for eligible consumers to pay for *non-permanent* fixtures such as a portable ramp or security measures.

Short-Term Rental and Utility Assistance

Short-Term Rental Assistance/Subsidy
Short-term rental assistance provides financial support for clients in transitional housing to enable the individual and/or family to gain and/or maintain medical care. Short-term rental assistance provides financial assistance to pay for a portion of an eligible consumer's rent for multiple periods, unlike emergency financial assistance. Short term rental assistance is intended to be available up to 24 months (or longer when a provider can justify the delay in securing permanent housing).

Short-Term Utility Assistance/Subsidy
Short-term utility assistance provides support for clients in transitional housing to enable the individual and/or family to gain and/or maintain medical care. Short-term utility assistance

provides financial assistance for eligible consumers' utilities for multiple periods. Costs may include utilities such as gas, oil, water, electric, and basic monthly telephone. Short term utility assistance is intended to be available up to 24 months (or longer when a provider can justify the delay in securing permanent housing).

Component B: Enhanced Supportive Housing Services for People Living with HIV/AIDS Outside of New York City

- Health and Independent Living Skills Development
- Non-Intensive Case Management (Supportive and Crisis Intervention)
- Psychosocial Support Services
- Supportive Housing Coordination
- Housing Placement Assistance and Referral Services

Health and Independent Living Skills Development

Program design will include services that:

- increase clients' knowledge of the relationship between stable housing and medical care;
- enable consumers to develop skills that increase access and retention in medical care;
- maximize self-sufficiency in areas such as: developing activities of daily living skills (e.g., budgeting, parenting, nutrition education, tenant property management, medication storage).

Services should help to improve the individual's capacity to secure and comply with medical treatment and live independently in permanent housing. Health and Independent Skills Development services may also include assistance with activities of daily living to encourage and promote an individual's capacity to perform personal hygiene and self-care activities.

Nutrition education, including food preparation, may be conducted individually with clients or in a group forum as a Health and Independent Living Skill Development activity. Nutritional education is intended to foster good dietary habits to support overall health maintenance (e.g., prevention of HIV wasting syndrome, accommodation of special diets as dictated by drug therapy regimens).

Services for individual clients or groups of clients ready to consider planning for future employment or vocational education may be included in Health and Independent Living Skills Development. Pre-vocational education sessions may include: 1) determining consumers' vocational training needs and the potential for placement in a vocational training or rehabilitation program, 2) evaluating potential barriers to accessing or participating in vocational services and/or obtaining employment, 3) identifying and overcoming barriers to securing vocational educational services, and 4) referral and linkage to vocational services.

Due to the episodic nature of HIV/AIDS, consumers require a flexible continuum of care that includes assessing and reassessing knowledge of how housing affects client's medical treatment, independent living capabilities and service needs. Contractor staff are expected to work together to coordinate intakes, assessments, service provision, and referral services related to the development of health and independent living skills. Initial and ongoing assessments of the consumer should include current independent daily living skills and functional abilities.

Contractors are expected to work in conjunction with existing organizations, agencies, and community groups that provide tailored and comprehensive assessments and services related to health and independent living skills development.

Non-Intensive Case Management (Supportive Case Management)
Agencies funded for case management services will be expected to meet the AIDS Institute Standards for HIV/AIDS Case Management for the supportive model of case management services.

The supportive case management model is responsive to the immediate needs of a person living with HIV/AIDS. Supportive case management is suitable for persons with discrete needs that can be addressed in the short-term. Supportive case management is also an appropriate service for clients who have completed comprehensive case management but still require a maintenance level of periodic support from a case manager or case management team. Supportive case management may also be provided to clients with multiple complex needs who may best be served by a comprehensive case management program, but who are not ready or willing at this time to engage in the level of participation required by the comprehensive case management model. In this case, supportive case management serves as a means of assisting an individual at his/her level of readiness, while encouraging the client to consider more comprehensive services.

The goal of supportive case management is to meet the immediate health and psychosocial needs of the client at their level of readiness in order to restore or sustain client stability, and to establish a supportive relationship that can lead to enrollment in more comprehensive case management services, if needed. Central to the supportive case management model is follow-up by the case manager or team to ensure that arranged services have been received and to determine whether more services are needed. Clients in supportive case management experiencing a repeat cycle of the same crisis or problem should be encouraged to enroll in comprehensive case management services, either onsite or offsite, and assisted in accessing these services.

All case management programs will need to adhere to the stipulated timeframes, documentation requirements (e.g., client case records which includes progress notes for each encounter and documentation of all activities), and staffing qualifications and will need to develop the appropriate program policies and procedures as described in the AIDS Institute standards.

Psychosocial Support Services
Psychosocial support is the provision of support and counseling activities to individuals or groups, with the intention of improving medical outcomes and assisting clients to maintain housing. Psychosocial support services may include individual counseling, peer counseling, support group services, caregiver support, bereavement counseling, support to ensure a client is able to secure and follow substance abuse treatment, and individual crisis intervention.

Counseling is a short term focused process of helping people who are fundamentally psychologically healthy to resolve developmental and situational issues. Staff providing psychosocial support services will be expected to screen for the need of mental health services. Psychosocial support services do not include therapeutic or mental health care services to individuals, groups or the family.

Substance abuse support services are designed to assist consumers with HIV/AIDS in dealing with drug and alcohol issues. Staff provide support needed to assist a client to identify treatment options, enable them to engage with a substance use treatment program, or provide short-term interventions designed to support the consumers' participation in a drug or alcohol treatment program.

Crisis intervention is provided to an individual when dealing with an immediate problem which seriously disrupts his/her life and coping abilities. Crisis intervention is short-term and is not a substitute for individuals who need and are not receiving intensive or long-term supportive services. Crisis intervention provides information, activities and structure intended to help clients effectively respond to the crisis in healthy ways and to make choices that will not prolong the problem or situation. While support is important, the client should be encouraged to make decisions and take action to resolve the crisis. Crisis intervention services should ultimately empower and support clients in facing their immediate problems and to successfully move through the crisis.

Supportive Housing Coordination

Supportive housing coordination assists the consumer by providing access, within a congregate or group residence, on a 24 hour basis, to a range of services. The program design will include methods that ensure residents have a safe living environment, access to staff, and receive medical/social services based on their individual needs. Contractors should develop an environment that is conducive to recovery (i.e., substance use, mental illness, and medical).

Agencies funded for Supportive Housing Coordination will be expected to insure that residents receive services that include the activities found in the AIDS Institute Standards for HIV/AIDS Case Management. In general, Supportive Housing Coordination is a comprehensive approach to assist individuals' transition from supportive to independent living. Residents' needs should be assessed (including a functional assessment to determine health and independent living skills needs) and individualized service plans developed. Residents may receive assistance from on-site staff or through referrals to community based providers. Each resident case file should document specific plans and staff/provider responsible for carrying the activities towards the individualized goals. Regular evaluation and reassessments need to be completed.

Staff may assist with property management as it relates to the maintenance of the facility to promote safe, hygienic and confidential living conditions, and compliance with building and health codes. This includes, but is not limited to, having procedures in place that address preventative and emergency maintenance, security, unit inspection, assisting residents securely store medications, and fires or other emergency events. It will also include the use of universal precautions and tuberculosis preventive measures for the protection of staff and consumers. It is expected that the provider will meet applicable local and state law requirements regarding accessibility (e.g., *Americans with Disabilities Act*, *The Federal Fair Housing Amendments Act*). Expenses for routine custodial and maintenance work is not covered

Examples of responsibilities of staff providing 24 hour coverage include, but are not limited to: orientation to site, ensuring consumers adhere to the guidelines of the residence; responding to the emergency needs (i.e. safety, security, illness, etc.), assistance with medication management (ordering prescriptions, storage, and prompts for adhering to the medication schedule), monitoring behavior changes, assisting with the scheduling and transportation coordination for

medical appointments, facilitating conflict resolution between residents, maintaining a record of shift activities.

Housing Placement Assistance and Referral (HPAR)
HPAR services include assessment, search, placement, and advocacy services provided by housing specialists who possess an extensive knowledge of local, state and federal housing programs and how they can be accessed. HPAR services assist consumers and their families in locating and securing appropriate housing, case management and other housing-related services as needed. HPAR services link people with housing needs to resources within their communities including assistance in accessing public assistance, rental subsidies and other benefits such as financial assistance for realtors' fees, security deposits, and moving costs and/or household furnishings. HPAR services provide advocacy on the consumer's behalf with landlords and assist in conflict resolution.

Housing placement services should include providing consumers with information on the coordination of benefits, earned income and the impact of full or part time work on benefits they may receive, medical coverage and housing. Services should provide financial planning as part of housing placement assistance, including providing housing applicants with written information (or in a format that is compatible with their literacy level) on the financial impact/affordability of housing options

HPAR services may also include a visual, physical inspection of plumbing, heating, electric, phone, appliances, furniture, windows, doors, security, smoke/fire/carbon monoxide detectors/fire extinguishers, stairwells, elevators, fire exits, etc. in order to identify problems and to maintain the working condition of the client's dwelling. Inspections may also include assessing cleanliness and organization of the client's dwelling to help them develop skills to maintain a healthy and safe living environment and to support independent living skills and personal hygiene practices. Home inspections are also done on vacant apartments prior to obtaining housing in order to assess appropriateness of placements. Contractors should develop or adapt an existing inspection tool that will ensure housing will be up-to-code and correspond with the requirements of alternative housing subsidy programs.

Funding for Housing Placement Assistance and Referral Services is intended to enable agencies to serve as a point of contact in a specific geographical area to assist consumers to connect with available housing and identify housing resources. Agencies providing this service should maintain ongoing contact with current property owners and realtors in order to identify new rental opportunities. The program should be able to assure that housing is located in areas that are safe, and that are as close as possible to medical and support services, family and friends, public transportation, shopping areas, etc.

Component C: Enhanced Supportive Housing Services for People Living with HIV/AIDS in New York City

- Health and Independent Living Skills Development
- Non-Intensive Case Management (Supportive and Crisis Intervention)
- Psychosocial Support Services
- Supportive Housing Coordination

Health and Independent Living Skills Development
Program design will include services that:

- increase clients' knowledge of the relationship between stable housing and medical care;
- enable consumers to develop skills that increase access and retention in medical care;
- maximize self-sufficiency in areas such as: developing activities of daily living skills (e.g., budgeting, parenting, nutrition education, tenant property management, medication storage).

Services should help to improve the individual's capacity to secure and comply with medical treatment and live independently in permanent housing. Health and Independent Skills Development services may also include assistance with activities of daily living to encourage and promote an individual's capacity to perform personal hygiene and self-care activities.

Nutrition education, including food preparation, may be conducted individually with clients or in a group forum as a Health and Independent Living Skill Development activity. Nutritional education is intended to foster good dietary habits to support overall health maintenance (e.g., prevention of HIV wasting syndrome, accommodation of special diets as dictated by drug therapy regimens).

Services for individual clients or groups of clients ready to consider planning for future employment or vocational education may be included in Health and Independent Living Skills Development. Pre-vocational education sessions may include: 1) determining consumers' vocational training needs and the potential for placement in a vocational training or rehabilitation program, 2) evaluating potential barriers to accessing or participating in vocational services and/or obtaining employment, 3) identifying and overcoming barriers to securing vocational educational services, and 4) referral and linkage to vocational services.

Due to the episodic nature of HIV/AIDS, consumers require a flexible continuum of care that includes assessing and reassessing knowledge of how housing affects client's medical treatment, independent living capabilities and service needs. Contractor staff are expected to work together to coordinate intakes, assessments, service provision, and referral services related to the development of health and independent living skills. Initial and ongoing assessments of the consumer should include current independent daily living skills and functional abilities. Contractors are expected to work in conjunction with existing organizations, agencies, and community groups that provide tailored and comprehensive assessments and services related to health and independent living skills development.

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Agencies funded for case management services will be expected to meet the AIDS Institute Standards for HIV/AIDS Case Management for the supportive model of case management services.

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level of periodic support from a case manager or case management team. Supportive case management may also be provided to clients with multiple complex needs who may best be served by a comprehensive case management program, but who are not ready or willing at this time to engage in the level of participation required by the comprehensive case management model. In this case, supportive case management serves as a means of assisting an individual at his/her level of readiness, while encouraging the client to consider more comprehensive services.

The goal of supportive case management is to meet the immediate health and psychosocial needs of the client at their level of readiness in order to restore or sustain client stability, and to establish a supportive relationship that can lead to enrollment in more comprehensive case management services, if needed. Central to the supportive case management model is follow-up by the case manager or team to ensure that arranged services have been received and to determine whether more services are needed. Clients in supportive case management experiencing a repeat cycle of the same crisis or problem should be encouraged to enroll in comprehensive case management services, either onsite or offsite, and assisted in accessing these services.

All case management programs will need to adhere to the stipulated timeframes, documentation requirements (e.g., client case records which includes progress notes for each encounter and documentation of all activities), and staffing qualifications and will need to develop the appropriate program policies and procedures as described in the AIDS Institute standards.

Psychosocial Support Services

Psychosocial support is the provision of support and counseling activities to individuals or groups, with the intention of improving medical outcomes and assisting clients to maintain housing. Psychosocial support services may include individual counseling, peer counseling, support group services, caregiver support, bereavement counseling, support to ensure a client is able to secure and follow substance abuse treatment, and individual crisis intervention.

Counseling is a short term focused process of helping people who are fundamentally psychologically healthy to resolve developmental and situational issues. Staff providing psychosocial support services will be expected to screen for the need of mental health services. Psychosocial support services do not include therapeutic or mental health care services to individuals, groups or the family.

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empower and support clients in facing their immediate problems and to successfully move through the crisis.

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Staff may assist with property management as it relates to the maintenance of the facility to promote safe, hygienic and confidential living conditions, and compliance with building and health codes. This includes, but is not limited to, having procedures in place that address preventative and emergency maintenance, security, unit inspection, assisting residents securely store medications, and fires or other emergency events. It will also include the use of universal precautions and tuberculosis preventive measures for the protection of staff and consumers. It is expected that the provider will meet applicable local and state law requirements regarding accessibility (e.g., *Americans with Disabilities Act*, *The Federal Fair Housing Amendments Act*). Expenses for routine custodial and maintenance work is not covered

Examples of responsibilities of staff providing 24 hour coverage include, but are not limited to: orientation to site, ensuring consumers adhere to the guidelines of the residence; responding to the emergency needs (i.e. safety, security, illness, etc.), assistance with medication management (ordering prescriptions, storage, and prompts for adhering to the medication schedule), monitoring behavior changes, assisting with the scheduling and transportation coordination for medical appointments, facilitating conflict resolution between residents, maintaining a record of shift activities.

Attachment 2

New York State Department of Health

AIDS Institute

Standards for HIV/AIDS Case Management

2006

Acknowledgements

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HIV/AIDS Case Management Providers
across New York State

TABLE of Contents

1. Intent

This document establishes universal core standards for HIV/AIDS case management services funded or administered by the New York State Department of Health AIDS Institute (AI). The standards set a minimum service level for programs providing HIV case management regardless of setting, size, or target population.

Universal core case management standards were developed to:

- Clearly define case management and describe models of case management service
- Clarify service expectations and required documentation across HIV/AIDS programs providing case management
- Simplify and streamline the case management process
- Encourage more efficient use of resources
- Promote quality of case management services

The overall intent of AIDS Institute Case Management Standards is to assist providers of case management services in understanding their case management responsibilities and those of their counterparts in other programs to promote cooperation and coordination of case management efforts.

Ongoing changes in the HIV/AIDS epidemic, the HIV/AIDS service environment, and the needs of HIV positive individuals over the late 1990's and into the twenty first century necessitated a re-examination of case management practice and standards. For over two years, an internal AIDS Institute workgroup, broadly representative of the diverse program types offering HIV/AIDS case management across New York State, met to develop a single set of standards. Case management providers from a variety of settings and locales provided initial input and ongoing feedback through focus groups, conference calls, and piloting.

The new case management standards describe two models of HIV/AIDS case management: **Supportive Case Management** and **Comprehensive Case Management**. Providers may be approved by the AIDS Institute to offer one or both models of service. The two models were established to respond to varied levels of client need, client readiness for case management services, and agency resources. Programs providing both models of case management have the added flexibility to vary the level of case management service while maintaining continuity of care by shifting a client from one model to another when the client's circumstances change.

Although these standards set minimum requirements for AIDS Institute-sponsored case management programs, individual bureaus within the AIDS Institute may establish additional requirements, modifying the standards to fit particular settings, objectives, target populations, and/or AIDS Institute initiatives.

2. Scope

The standards described in this document apply to the HIV/AIDS case management services funded by the AIDS Institute through state and/or federal grants. In addition, the standards apply to case management services reimbursed by Medicaid, either on a fee-for service basis or bundled with other services required for an enhanced Medicaid reimbursement rate. Services covered by these standards may be provided in a variety of settings, including community health centers, hospitals, or community-based organizations.

Case Management services provided under the following AIDS Institute initiatives are covered by these Case Management Standards:

- AIDS Day Health Care Program (ADHCP)
- Centers of Excellence in Pediatric HIV Care
- COBRA Community Follow-Up Program
- Community-Based HIV Primary Care and Prevention Services
- Community Service Programs (CSP)
- Designated AIDS Centers (DACS)
- Family-Centered Health Care Services
- HIV Primary Care and Prevention Services for Substance Users
- HIV Services for HIV-Infected Women and Their Families
- Multiple Service Agencies (MSA)
- Ryan White Title II Case Management Programs
- Supported Housing Programs
- Youth-Oriented Health Care Programs (Special Care Centers)

Exempt Programs

Exempt from the standards are programs funded by the AIDS Institute to provide HIV prevention case management (now known as Comprehensive Risk Counseling and Services), transitional planning (in criminal justice settings), transitional case management (Youth Access Programs), or supportive services (please see glossary for definition of terms).

Designated AIDS Centers (DACS)

Designated AIDS Centers (DACS) are responsible for providing medical care coordination/ medical case management (see box below), as well as supportive case management. DACS are also responsible for referring patients assessed as needing comprehensive case management to

community providers, unless recognized as providing comprehensive case management. Consult DAC-specific case management standards for additional information.

About Medical Care Coordination

Medical care coordination (or medical case management) is an essential component of HIV primary care. It is distinct from case management as defined in these standards, although overlap between the two roles often exists.

The medical care coordinator focuses on the clinical services of HIV primary care, and ensures that an HIV+ patient enrolled in primary care receives associated services such as nutritional assessments, substance use and mental health interventions, treatment adherence support, prevention education, and partner notification. Core functions include coordination of inpatient and outpatient care, referrals to specialists, follow-up for referrals and missed appointments, and conferencing between clinical and community-based case managers.

3. Case Management Definitions

Case Management

Case management is a multi-step process to ensure timely access to and coordination of medical and psychosocial services for a person living with HIV/AIDS and, in some models, his or her family/close support system.

Case management includes the following processes: intake, assessment of needs, service planning, service plan implementation, service coordination, monitoring and follow-up, reassessment, case conferencing, crisis intervention, and case closure.

Case management activities are diverse. In addition to assisting clients to access and maintain specific services, case management activities may include negotiation and advocacy for services, consultation with providers, navigation through the service system, psycho-social support, supportive counseling, and general client education.

The goal of case management is to promote and support independence and self-sufficiency. As such, the case management process requires the consent and active participation of the client in decision-making, and supports a client's right to privacy, confidentiality, self-determination, dignity and respect, nondiscrimination, compassionate non-judgmental care, a culturally competent provider, and quality case management services.

For families caring for HIV infected or affected children, an additional goal of case management is to maintain and enhance the effective functioning of the family, and to support parents in their care-giving role. Case management services to children must be matched to their age and developmental level, enhance functioning and growth, and include children's participation in decision-making, as appropriate to their age and abilities.

The intended outcomes of HIV/AIDS case management for persons living with HIV/AIDS include:

- Early access to and maintenance of comprehensive health care and social services.
- Improved integration of services provided across a variety of settings.
- Enhanced continuity of care.
- Prevention of disease transmission and delay of HIV progression.
- Increased knowledge of HIV disease.
- Greater participation in and optimal use of the health and social service system.
- Reinforcement of positive health behaviors.
- Personal empowerment.
- An improved quality of life.

AIDS Institute Models of Case Management

Recognizing changes occurring in the HIV/AIDS epidemic and in the needs of persons living with HIV/AIDS, the AIDS Institute currently funds two models of case management service: **comprehensive case management** and **supportive case management**. These two models of case management may be provided in health care or social service settings, in large institutions or small community-based organizations. An agency or program may be approved by the AIDS Institute to provide one model exclusively, or both models, depending upon the specific AIDS Institute program requirements and formal arrangement with the AI.

Comprehensive Case Management

Comprehensive case management is a proactive case management model intended to serve persons living with HIV/AIDS with multiple complex psychosocial and/or health-related needs and their families/close support systems. The model is designed to serve individuals who may require a longer time investment and who agree to an intensive level of case management service provision.

Central to the comprehensive model of case management is service planning, performed in conjunction with a comprehensive assessment and subsequent reassessments of the psychosocial and health care needs of the client and his/her family or close support system. Clients engaged in comprehensive case management will receive frequent contact, follow-up provided in the community and, in some programs, home visitation. Comprehensive case management services may be provided by a single case manager or by a case management team. Services may be supported by grant funds or Medicaid reimbursement, as approved by the AIDS Institute.

The goal of comprehensive case management is to address needs for concrete services such as health care, entitlements, housing, and nutrition, as well as develop the relationship necessary to assist the client in addressing other issues including substance use, mental health, and domestic violence in the context of their family/close support system.

Supportive Case Management

The supportive case management model is responsive to the immediate needs of a person living with HIV/AIDS. Supportive case management is suitable for persons with discrete needs that can be addressed in the short term. Supportive case management is also an appropriate service for clients who have completed comprehensive case management but still require a maintenance level of periodic support from a case manager or case management team.

Supportive case management may also be provided to clients with multiple complex needs who may best be served by a comprehensive case management program, but who are not ready or willing at this time to engage in the level of participation required by the comprehensive case management model. In this case, supportive case management serves as a means of assisting an individual at his/her level of readiness, while encouraging the client to consider more comprehensive services.

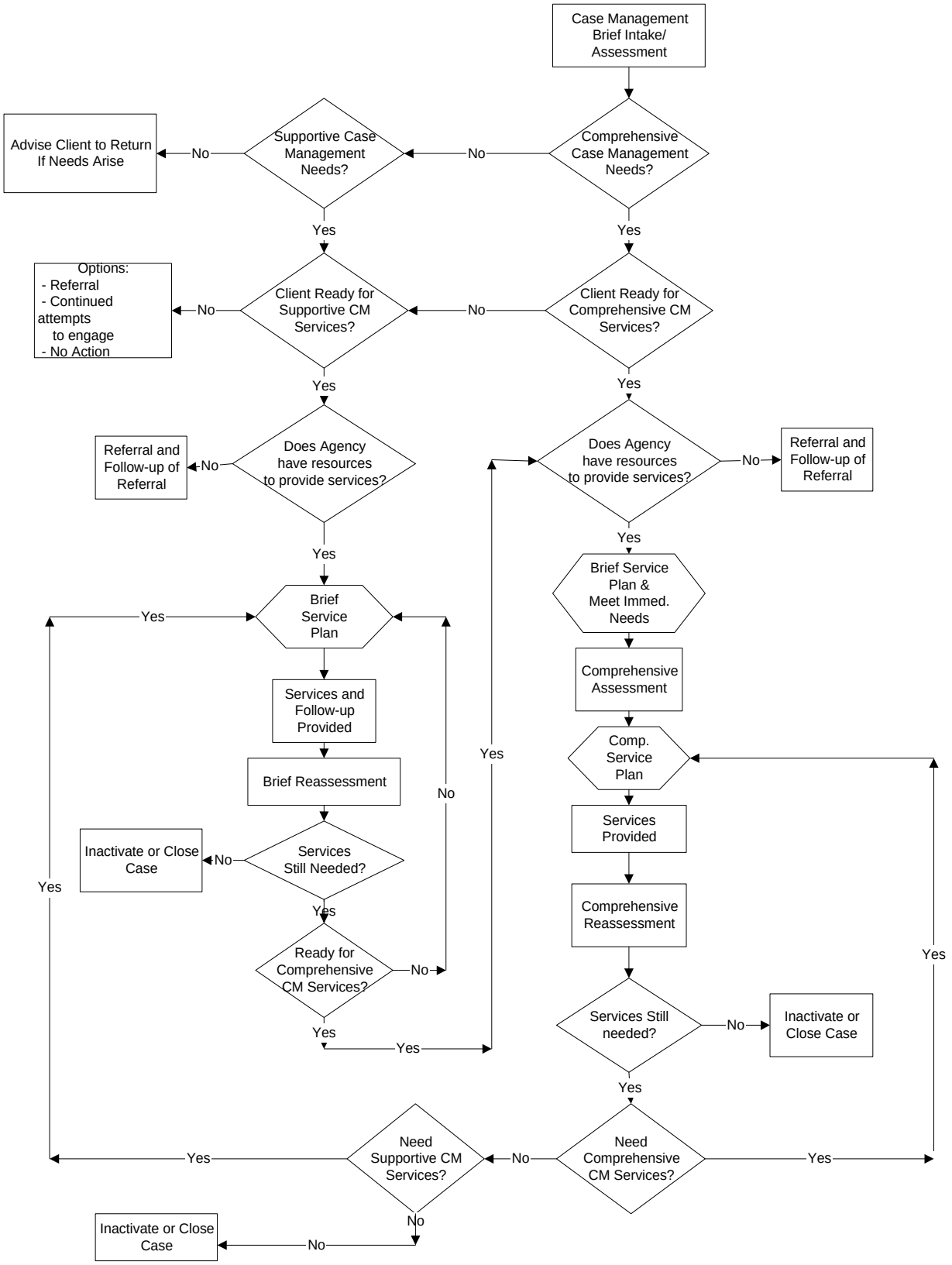
Central to the supportive case management model is follow-up by the case manager or team to ensure that arranged services have been received and to determine whether more services are needed. Clients in supportive case management experiencing a repeat cycle of the same crisis or problem should be encouraged to enroll in comprehensive case management services, either onsite or offsite, and assisted in attaining these services.

The goal of supportive case management is to meet the immediate health and psychosocial needs of the client at their level of readiness in order to restore or sustain client stability, and to establish a supportive relationship that can lead to enrollment in more comprehensive case management services, if needed.

Case Management Flow Chart

The Case Management Flow Chart, on the following page, is meant to provide a visual overview of the flow of activities and services within and between the two models of case management described above. The flow chart maps out in broad strokes the service system intended by the case management standards.

Case Management Flow Chart



4. Case Management Standards

The standards required for case management processes are presented in this section. The definition and purpose of each process is presented first, followed by a chart stating the standard and time frame along with the criteria that will be used to determine if the standard has been met. Exceptions to the standard, best practices, and additional resources follow where relevant.

The processes of case management described here are:

I. Brief intake/assessment process
II. Selection of case management model and placement
III. Brief Service plan
IV. Initial comprehensive assessment
V. Initial comprehensive service plan development
VI. Service plan implementation, including client contact, monitoring and follow-up
VII. Reassessment
VIII. Service plan update
IX. Case coordination and case conferencing
X. Crisis intervention
XI. Case closure

The standards presented in this section, in addition to the Requirements for All Case Management Programs in Section 5 (Policies and Procedures, Caseloads, Staff Qualifications) comprise the AIDS Institute Case Management Standards. For a quick summary of both please refer to the AI Case Management Standards "At-A-Glance" chart in Section 7.

I. Brief Intake/Assessment Process

The Brief Intake/Assessment is the initial meeting with the client during which the case manager gathers information to address the client's immediate needs to encourage his/her engagement and retention in services.

The Brief Intake/Assessment may also be used to screen clients to determine if they need case management services, and if so, to determine the model of case management most appropriate to meet a client's needs, and to assess the client's willingness and readiness to engage in case management services.

In the **Supportive Case Management model**, the Brief Intake/Assessment is the sole mechanism for assessing client needs. Documentation from this assessment provides the basis for developing the Brief Service Plan and providing case management services. In **Supportive Case Management**, a Comprehensive Assessment is not required.

In the **Comprehensive Case Management model** the Brief Intake/Assessment allows initiation of case management activities until a Comprehensive Assessment can be completed.

Case managers must assure the client's privacy and confidentiality in all phases and activities of case management.

Standard	***Criteria***
Key information concerning the client, family, caregivers and informal supports is collected and documented to determine client enrollment eligibility, need for ongoing case management services, and appropriate level of case management service. In AIDS Day Health Care Program (ADHCP) **Not applicable** **Time requirement:** Due within 15 days of referral. Where HIV positive persons are entering services for HIV medical care, due by completion of initial comprehensive medical visit(s).	1. Immediate needs are identified during the Brief Intake/Assessment process. 2. Immediate needs are addressed promptly. 3. Brief Intake/Assessment documentation includes, at minimum: a) **Basic information** • presenting problem • contact and identifying information (name, address, phone, birth date, etc.) • language spoken • demographics • emergency contact • confidentiality concerns • household members • insurance status • proof of HIV status • other current health care and social service providers, including other case management providers b) **Brief overview of status and needs regarding** • food/clothing • finances/benefits • housing • transportation • legal services • substance use • mental health • domestic violence • support system • HIV disease, other medical concerns, access to and engagement in health care services • prevention of HIV/AIDS transmission

Standard	*Criteria*
	• prevention of HIV disease progression 4. Documentation includes appropriate releases, including Authorization for the Release of HIV Confidential Information in accordance with Article 27F, and other releases for information as required by applicable law. 5. Client is assessed for program eligibility and meets eligibility criteria. 6. Case Management Policies and Procedures contain guidelines for conducting the Brief Intake/Assessment including staff responsible for and supervisory oversight.

Exceptions

Where HIV positive persons are entering services for HIV medical care, a Brief Intake/Assessment is required by the end of the initial comprehensive medical visit to screen for case management needs. In some medical settings this may involve multiple visits.

A client's acute needs and/or crises are paramount. If the presenting problem requires immediate attention, the Brief Intake/Assessment may be postponed or abbreviated, but should be completed as soon as possible.

In the **ADHCP** the Screening/Intake process serves the purpose of the Brief Intake/Assessment and provides information for determining appropriateness of admission to the program and identification of immediate service needs. A case manager assigned to the client within the first week of admission is responsible for addressing immediate needs.

Best Practices

Staff with good interviewing skills who can put clients at ease, obtain key personal information, and recognize potentially urgent situations should perform the Brief Intake/Assessment process. Placement into the appropriate case management model and provision of initial case management services depend on utilizing capable, empathetic staff.

Information obtained during the Brief Intake/Assessment should be shared, after client consent, with other providers to coordinate services and avoid duplication of efforts. To increase efficiency, information from an agency's program eligibility screening process may also be used in the Brief Intake/Assessment.

Additional Resources

Sample forms including Brief Intake/Assessment and Screening Questions to Determine Need and Level of Case Management Services are available on the New York State Department of Health web site at http://www.nyhealth.gov/diseases/aids/index.htm under the category "Clinical Guidelines, Standards, and Quality of Care."

II. Selection of Case Management Model and Placement

The **Supportive** and **Comprehensive** models of case management provide different levels of service geared to the needs and readiness of the client.

Supportive case management is designed for clients who need short term service, for those who require continued maintenance support following comprehensive case management, or for those not yet willing to participate in comprehensive case management.

Comprehensive case management is intended for people with multiple, complex needs who require intensive, longer term service.

For case management programs approved to provide both models of service, the ability of clients to shift from one model to another within the same program provides flexibility and enhances continuity of service as client needs evolve.

Standard	***Criteria***
Clients are enrolled in a Supportive or Comprehensive case management program that provides a level of service that meets the needs identified in the Brief Intake/Assessment and in which the client is ready and willing to participate. **Time requirement:** At completion of Brief Intake/Assessment.	1. Case management model most appropriate for client needs is determined. • Acuity of client needs is ascertained. • Case management services are explained. • Readiness and interest in case management is assessed. • Client is enrolled in model most suited to their needs regardless of agency enrollment needs. 2. Program capacity is evaluated. • Program's service level and staff qualifications and/or expertise meet clients' needs. • Program has caseload capacity. • Program has capacity to meet clients' cultural and linguistic needs. 3. Clients are enrolled in Supportive or Comprehensive Case Management within agency. • Consent for case management services is obtained where required by initiative. • All required forms authorizing the release of HIV confidential information and other protected information are signed by clients as required by applicable law. 4. For clients at agencies which are not able to provide level or type of case management services necessary: • Agency refers the clients to another case management program. • Referral to another case management program occurs within 15 days after the determination of appropriate level of care. • Referring agency follows up and verifies with client that placement was appropriate and client is receiving services. 5. Agency has referral arrangements with local case management providers to ensure diverse needs of clients are met. 6. For agencies providing both Supportive and Comprehensive Case management models of service: • Agencies are able to identify which clients receive Supportive or Comprehensive case management at any point in time, and to report total number of clients being served in each model. • Policies and Procedures describe the process to move clients between models.

Exceptions

In some circumstances clients with extensive needs may be unwilling to accept or participate in Comprehensive Case Management but will agree to a supportive level of services. In these instances Supportive Case Management may be provided to meet immediate and crisis needs. With a continued cycle of crises, efforts should be made to encourage clients towards engagement in Comprehensive Case Management.

Clients enrolled in an ADHCP automatically receive Comprehensive Case Management services.

Best Practices

Agencies that coordinate with a variety of service providers and hold multiple reciprocal service agreements can best meet diverse client needs.

The most effective agencies are culturally competent and employ staff who culturally and linguistically represent the community served.

When clients are referred for case management services elsewhere, case notes include documentation of follow-up and level of client satisfaction with placement.

III. Brief Service Plan

In the **Supportive Case Management** model, the Brief Service Plan is completed in conjunction with the Brief Intake/Assessment and guides all case management activities until it is updated following a reassessment or a change in client circumstances.

In the **Comprehensive Case Management** model, the Brief Service Plan is an interim guide for case management, enabling clients to secure services to meet immediate needs while more extensive information is being collected for the Initial Comprehensive Case Management Assessment.

Standard	*Criteria*
Needs identified in the Brief Intake/Assessment are prioritized and translated into a Brief Service Plan. **Time requirement:** At completion of Brief Intake/Assessment.	1. A Brief Service Plan is developed and includes: • Goal(s) • Activities (work plan, action to be taken, follow up tasks) • Individuals responsible for the activity (case manager or team member, client, family member, agency representative) • Anticipated time frame for each activity • Client signature and date, signifying agreement • Supervisor's signature and date, indicating review and approval (if required by AIDS Institute initiative, or agency/program Policies and Procedures). 2. Documentation includes: • Service plan format developed by the program including the above information • Progress notes recording activities on behalf of the client to implement the service plan • Actual outcomes of case management goals and activities. 3. Agency has an ongoing monitoring process to assess the client's ability and motivation to complete service plan activities and to address any other barriers to achieving goals. (For example if client is unable to perform specific activities alternative approaches to meet goal are explored such as skills development or staging of activities.)

Exceptions

If the Brief Intake/Assessment process determines the client has no presenting issues to be addressed, no service plan is required.

Clients enrolled in an ADHC do not receive a Brief Service Plan. Instead, a comprehensive care plan is completed immediately following completion of a Comprehensive Case Management Assessment 30 days after enrollment.

In **Supportive Case Management** programs**,** supervisory review and signoff on the Brief Service Plan can provide proactive monitoring for quality and ensure identified needs are prioritized and activities well planned. In **Comprehensive Case Management**, where an Initial Comprehensive Assessment and Comprehensive Service Plan are performed, supervisory review and signoff on the Brief Service Plan may not be necessary. For both **Supportive** and **Comprehensive** case management programs, each AIDS Institute program type will determine whether a supervisor must review and signoff on the Brief Service Plan. Individual program practices will be described in the Policies and Procedures manual of that program.

Best Practices

Service plans developed during face-to-face meetings and negotiated between client and case manager encourage a client's active participation and empowerment. A copy of the service plan offered to the client emphasizes the partnership necessary in the case management process.

Measurable goals and activities, taking into consideration cognitive and physical abilities, available resources, support networks, and client interest, result in a more realistic, client-specific plan. Although client signature denotes acceptance of a plan, a client may decline all or any portion of a service plan.

Documenting changes or updates to a service plan as well as actual outcomes provides a simple method of tracking client progress.

Family members and collaterals may assist in ensuring a client receives needed service. They can be included in the service plan to carry out activities.

Additional Resources

Sample Brief Service Plan form is available on the New York State Department of Health web site at http://www.nyhealth.gov/diseases/aids/index.htm under the category "Clinical Guidelines, Standards, and Quality of Care."

IV. Initial Comprehensive Assessment

The Initial Comprehensive Assessment is required for the **Comprehensive Case Management** Model only. It expands the information gathered in the Brief Intake/Assessment to provide the broader base of knowledge needed to address complex, longer-standing psychosocial or health care needs.

The 60 days completion time permits the initiation of case management activities to meet immediate needs, and allows for a more thorough collection of assessment information.

Under most AIDS Institute initiatives, programs offering **Comprehensive Case Management** serve the client in the context of their family and support system. The comprehensive assessment evaluates client resources and strengths, including family and other close supports that can be utilized during service planning. Case managers specifically assess the case management needs of children and key collaterals and arrange services for them if that will help stabilize the client's support system, enhance family functioning, or assist in attaining service plan goals. (See Glossary for definitions of family, children, and collaterals.)

Due to the extent of the Initial Comprehensive Assessment, supervisory oversight is required. Supervisory sign-off signifies review of the content and approval of the quality of the assessment conducted by the case manager.

Standard	***Criteria***
An Initial Comprehensive Assessment describes in detail the client's medical, physical and psychosocial condition and needs. It identifies service needs being addressed and by whom; services that have not been provided; barriers to service access; and services not adequately coordinated. The assessment also evaluates the client's resources and strengths, including family and other close supports, which can be utilized during service planning. **Time requirement:** ***Comprehensive Case Management*** Due within 60 days from completion of a Brief Intake/Assessment	1. Initial Comprehensive Assessment includes at minimum: a. Client health history, health status, and health-related needs, including but not limited to: • HIV disease progression • tuberculosis • hepatitis • sexually transmitted diseases • other medical conditions • OB/GYN, including current pregnancy status • medications and adherence • allergies to medications • dental care • vision care • home care • current health care providers; engagement in and barriers to care • clinical trials • complementary therapy. b. Client's status and needs related to: • nutrition • financial resources and entitlements • housing (including results of home visit to assess living situation) • transportation • support systems • identification of children and separate assessment of children's needs • identification of collaterals • determination of collaterals needing case management assessment and services • parenting needs • partner notification needs • HIV disclosure status/issues • alcohol/drug use/smoking history and current status • mental health

Standard	Criteria
Time requirement: ***AIDS Day Health Care Program*** *(ADHCP)* Due 30 days from enrollment **Time requirement:** ***Supportive Case Management*** Not required	• domestic violence • legal needs (e.g. health care proxy, living will, guardianship arrangements, parole/probation status, landlord/tenant disputes) • activities of daily living • knowledge, attitudes, and beliefs about HIV disease; current risk behaviors; and prevention of transmission • employment/education. c. Additional information: • client strengths and resources • other agencies serving client and collaterals • brief narrative summary • name of person completing assessment and date of completion • supervisor signature and date, signifying review and approval. 2. The case manager has primary responsibility for the Initial Comprehensive Assessment and meets face-to-face with the client at least once during the assessment process. 3. Unless exempt, programs providing **Comprehensive Case Management** conduct a home visit during the assessment process. 4. The Initial Comprehensive Assessment is documented in the case record on forms developed or approved by the AIDS Institute.

Exceptions

In the **Supportive Case Management Model**, the Initial Comprehensive Assessment is not required. Case management services are provided based on information gathered for the Brief Intake/Assessment and Brief Service Plan and updated throughout service provision and reassessment.

In specified **Comprehensive Case Management** initiatives, home visitation, assessment of and services to the client's children and collaterals are not required.

When case management is being provided in a medical setting, client health information listed under Criteria 1.a. may be omitted from the case management record if it is documented elsewhere on site and easily accessible to the case manager.

ADHCP's are not required to use forms developed or approved by the AIDS Institute.

Best Practices

In programs incorporating a team model, team members other than the case manager assist in gathering information and completing portions of the assessment document. However, the case manager takes full responsibility for the process and for the completed documentation.

A comprehensive assessment performed over time rather than in one sitting is often more complete and less intrusive and tiring for a client. Information is gathered from client self report and (with client release) a variety of sources, including providers serving the client and the client's collaterals.

When program resources and capacity do not permit service provision to children and collaterals, referrals are made for them.

Additional Resources

Sample AIDS Institute-approved Initial Comprehensive Assessment form is available on the New York State Department of Health web site at http://www.nyhealth.gov/diseases/aids/index.htm under the category "Clinical Guidelines, Standards, and Quality of Care."

V. Initial Comprehensive Service Plan Development

Service planning is a critical component of the **Comprehensive Case Management Model** and guides the client and case manager/team with a proactive, concrete, step-by-step approach to addressing client needs.

The Comprehensive Service Plan can serve additional functions, including: focusing a client and case manager on priorities and broader goals, especially after crisis periods; teaching clients how to negotiate the service delivery system and break objectives into attainable steps; and serving as a review tool at reassessment to evaluate accomplishments, barriers, and re-direct future work.

Goals, objectives, and activities of the service plan are determined with the participation of the client and, if appropriate, family, close support persons and other providers.

In programs incorporating a team model, team members other than the case manager may assist in developing a service plan. However the case manager has full responsibility for the process and completed documentation.

Standard	*Criteria*
Client needs identified at Initial Comprehensive Assessment are prioritized and translated into an Initial Comprehensive Service Plan, which defines specific goals, objectives, and activities to meet those needs. **Time requirement:** ***Comprehensive Case Management*** Due at completion of Initial Comprehensive Assessment, 60 days from completion of Brief Intake/Assessment **Time requirement:** ***Supportive Case Management*** Not required **Time requirement:** ***AIDS Day Health Care Program*** *(ADHCP)* Due at completion of Initial Comprehensive Assessment, 30 days from enrollment.	1. Initial Comprehensive Service Plan includes at the minimum: • Goal(s) • Activities (work plan, action to be taken, follow up tasks) • Individuals responsible for the activity (case manager or team member, client, family member, agency representative) • Anticipated time frame for each activity • Client signature and date, signifying agreement • Supervisor's signature and date, indicating review and approval. 2. The case manager has primary responsibility for development of the service plan. 3. The Initial Comprehensive Service Plan is included in the case record and completed on forms developed or approved by the AIDS Institute. 4. The Initial Comprehensive Service Plan is updated with outcomes and revised or amended in response to changes in client life circumstances or goals.

Exceptions

The Initial Comprehensive Service Plan is not required in the **Supportive Case Management** model, which uses the Brief Service Plan developed at the Brief Intake/Assessment.

In specified **Comprehensive Case Management** program initiatives, when assessment of the children and collaterals is not required, addressing their needs is optional within the client's Initial Comprehensive Service Plan.

AIDS Day Health Care Programs are not required to use forms developed or approved by the AIDS Institute.

Best Practices

Service plans developed during face-to-face meetings and negotiated between client and case manager encourage client active participation and empowerment. A copy of the service plan offered to the client reinforces client ownership and involvement in the case management process.

Measurable goals and activities, taking into consideration the client's cognitive and physical abilities, available resources, support networks and motivation, result in a more realistic, client-specific plan.

Although client signature denotes acceptance of a plan, a client may decline all or any portion of a service plan.

Documenting changes or updates to a service plan as well as actual outcomes provides a simple method of tracking client progress.

Family members and collaterals may assist in ensuring a client receives needed service. They can be included in the service plan to carry out activities.

Additional Resources

Sample Comprehensive Service Plan form is available on the New York State Department of Health web site at http://www.nyhealth.gov/diseases/aids/index.htm under the category "Clinical Guidelines, Standards, and Quality of Care."

VI. Service Plan Implementation; Client Contact, Monitoring, and Follow Up

The bulk of case management work occurs in the implementation of the service plan. For Brief and Comprehensive Service Plans, implementation involves carrying out of tasks listed in the plan, including the following activities:

- provider contact in person, by phone, or in writing
- assistance to client and collaterals in applications for services or entitlements
- assistance in arranging services, making appointments, confirming service delivery dates
- encouragement to client/collaterals to carry out tasks they agreed to
- direct education to the client/collaterals as needed
- support to enable client/collaterals to overcome barriers and access services
- negotiation and advocacy as needed
- other case management activities as needed by client, and as expected and permissible by program initiative.

In general the type and frequency of contact should be based on client needs. However, some individual AIDS Institute initiatives may establish minimum requirements for frequency and type of case management contact by providers.

In the **Comprehensive Case Management Model**, client contact and monitoring are expected to be frequent and proactive in order to anticipate problems, stabilize the client's status, prevent crises, and support the client in achieving service goals. Expectations include face-to-face contacts, home visits, and accompaniment of clients to providers where necessary to ensure service acquisition.

In the **Supportive Case Management Model**, at a minimum, client contact and monitoring is required to follow up on referrals, determine the status of service acquisition, and to assess whether the client has further needs requiring additional case management services.

Standard	***Criteria***
Provision of case management services outlined in the Brief or Comprehensive Service Plan proceeds immediately after its completion. Clients are contacted based on their level of need. Client status is monitored. Case management staff follows up to determine receipt of service. **Comprehensive** and **Supportive Case Management** models • Frequency and type of client contact may be established by individual AIDS Institute initiative.	1. Oversight of service plan implementation is the responsibility of the case manager. 2. Progress notes in the case management record detail the advancement of the case management effort for client and collaterals and record actual outcomes of activities. 3. Evidence is documented in the client's chart that the case manager and/or team members contact the client and/or providers by a means and frequency appropriate to the client's needs, or according to AIDS Institute initiative requirements. 4. Documentation indicates contact with client and/or providers occurs after arranging services to determine if services are: • delivered as expected • utilized by the client • satisfactory to the client • continue to be appropriate to the client's need • result in positive outcomes 5. Case management provider follows up on problems with service delivery. 6. Status of the client/collaterals is monitored on a regular basis.

Standard	*Criteria*
	7. The client's right to privacy and confidentiality in contacts with other providers and individuals is assured: • The client's consent to consult with other service providers is obtained. The provider complies with Article 27-F of the Public Health Law regarding confidentiality of HIV-related information. 8. Confidential HIV and client level documentation is secured against unauthorized access.

Exceptions

In **Supportive Case Management** programs, home visits are not required. In specified **Comprehensive Case Management** programs, home visits are not required (i.e., ADHCP).

VII. Reassessment

Reassessment provides an opportunity to review a client's progress, consider successes and barriers, and evaluate the previous period of case management activities. In conjunction with updating the Service Plan, Reassessment is a useful time to determine if the current level of service and model of case management is appropriate, or if the client should be offered a change.

Standard	*Criteria*
A reassessment is performed which re-evaluates client functioning, health and psychosocial status; identifies changes since the initial or most recent assessment; and determines new or ongoing needs. **Time requirement:** ***Comprehensive Case Management*** Comprehensive Reassessment required 180 days after completion of Initial Comprehensive Assessment. Thereafter, every 180 days at minimum, or sooner if client circumstances change significantly. **Time requirement:** ***Supportive Case Management*** Brief Reassessment required 180 days following completion of the Brief Intake/Assessment and every subsequent 180 days for active case management clients, or sooner if client circumstances change significantly. Time requirements for ADHCP and HIV Medical Services on next page.	In **Comprehensive Case Management** programs 1. Each Comprehensive Reassessment includes: a) Updated personal information • current contact and identifying information • emergency contact • confidentiality concerns • household members • insurance status • other health and social service providers, including other case management providers. b) Updated client health history, health status, and health-related needs outlined in **Initial Comprehensive Assessment,** including but not limited to: • HIV disease progression • tuberculosis • hepatitis • sexually transmitted diseases • other medical conditions • OB/GYN, including current pregnancy status • medications and adherence • allergies to medications • dental care • vision care • home care • current health care providers, engagement in and barriers to care • clinical trials • complementary therapy. c) Updated client status and needs related to: • nutrition • financial resources and entitlements • housing (including home visit to assess living situation) • transportation • support systems • identification of children and separate assessment of children's needs • identification of collaterals • determination of collaterals needing case management assessment and services • parenting needs • partner notification needs • HIV disclosure status/issues • alcohol use/drug use/smoking • mental health • domestic violence • legal needs (e.g. health care proxy, living will, guardianship arrangements, parole/probation status, landlord/tenant disputes)

Standard	*Criteria*
Time requirement: ***AIDS Day Health Care Program*** *(ADHCP)* Required 90 days after completion of Initial Comprehensive Assessment and every 90 days thereafter.	• activities of daily living • knowledge, attitudes, and beliefs about HIV disease; current risk behaviors; and prevention of transmission • employment/education. d) Additional information: • other agencies serving client and collaterals • brief narrative summary • name of person completing assessment and date of completion • supervisor signature and date, indicating review and approval.
Time requirement: *If client entered care through* ***HIV Medical Services:*** • Brief Reassessment yearly, for those not actively engaged in case management. • Brief Reassessment every 180 days for active case management clients, or sooner if client circumstances change significantly.	2. The case manager has primary responsibility for the Comprehensive Reassessment and meets face-to-face with the client at least once during the reassessment process. 3. Unless exempt, programs providing **Comprehensive Case Management** conduct a home visit during the Comprehensive Reassessment process. 4. The Comprehensive Reassessment is documented in the case record on forms developed or approved by the AIDS Institute. 5. Documentation includes appropriate releases, including Authorization for the Release of HIV Confidential Information in accordance with Article 27F, and other releases for information as required by applicable law. 6. Case Management Policies and Procedures include guidelines for conducting the Comprehensive Reassessment, staff responsible for performing it, and supervisory oversight of the reassessment process. In **Supportive Case Management** programs 1. Each **Brief Reassessment** includes: a) Client's presenting needs. b) Updated client information in the following areas: • contact and identifying information • emergency contact • confidentiality concerns • household members • insurance status • other health and social service providers, including other case managers. c) A re-evaluation of the client's status and needs regarding: • food/clothing • financial/benefits • housing • transportation • legal • substance use • mental heath • domestic violence • HIV disease and other medical concerns • prevention of transmission and secondary prevention • support system.

Standard	*Criteria*
	2. The case manager has primary responsibility for the Brief Reassessment. The Brief Reassessment is performed in person or by phone. 3. In **Supportive Case Management**, the Brief Reassessment is documented in the chart. A new or clearly updated Brief Intake/Assessment form, a form developed for the purpose, or a detailed progress note covering the areas of information listed in numbers 1a through 1c above (bottom page 4-15) may be used as documentation of a Brief Reassessment. 4. Documentation includes appropriate releases, including Authorization for the Release of HIV Confidential Information in accordance with Article 27F, and other releases for information as required by applicable law. 5. Case Management Policies and Procedures include guidelines for conducting the Brief Reassessment, staff responsible for performing it, and supervisory oversight.

Exceptions

AIDS Day Health Care Programs are not required to use forms developed or approved by the AIDS Institute.

Best Practices

A case conference with key parties before or during the reassessment process can augment and verify reassessment information and bring all parties into the service planning process.

See also Best Practices under Comprehensive Assessment.

Additional Resources

Sample Comprehensive Reassessment form is available on the New York State Department of Health web site at http://www.nyhealth.gov/diseases/aids/index.htm under “Clinical Guidelines, Standards, and Quality of Care.”

VIII. Service Plan Update

A Reassessment is always accompanied by a revision of the Service Plan. However a Service Plan may be updated between reassessments to reflect changes in direction of client goals and case management activities.

Standard	*Criteria*
A new or updated Service Plan is required at completion of each Reassessment, or sooner if client circumstances necessitate a change in goals, objectives, or case management activities.	1. In **Comprehensive Case Management** programs, a Comprehensive Service Plan accompanies each Comprehensive Reassessment. 2. In **Supportive Case Management** programs, a Brief Service Plan accompanies each Brief Reassessment.

Best Practices
See Best Practices previously listed under Brief or Comprehensive Service Plan.

IX. Case Coordination and Case Conferencing

Case coordination includes communication, information sharing, and collaboration, and occurs regularly with case management and other staff serving the client within and between agencies in the community. Coordination activities may include directly arranging access; reducing barriers to obtaining services; establishing linkages; and other activities recorded in progress notes.

Case Conferencing differs from routine coordination. Case conferencing is a more formal, planned, and structured event separate from regular contacts. The goal of case conferencing is to provide holistic, coordinated, and integrated services across providers, and to reduce duplication. Case conferences are usually interdisciplinary, and include one or multiple internal and external providers and, if possible and appropriate, the client and family members/close supports.

Case conferences can be used to identify or clarify issues regarding a client or collateral's status, needs, and goals; to review activities including progress and barriers towards goals; to map roles and responsibilities; to resolve conflicts or strategize solutions; and to adjust current service plans.

Case conferences may be face-to-face or by phone/videoconference, held at routine intervals or during significant change. Case conferences are documented in the client's record.

Standard	***Criteria***
Supportive and/or Comprehensive Case Management providers routinely coordinate all necessary services along the continuum of care, including institutional and community-based, medical and non-medical, social and support services. Case conferencing is utilized as a specific mechanism to enhance case coordination. **Time requirement for Case Conferencing: *Comprehensive Case Management*** • Required every 180 days at minimum. • Recommended as needed. **Time requirement for Case Conferencing: *Supportive Case Management*** Not required but recommended as needed.	1. Coordination activities include frequent contacts with other service providers and case managers and are documented in the progress notes. 2. Evidence of timely case conferencing with key providers is found in the client's records. 3. The client's right to privacy and confidentiality in contacts with other providers is maintained. • The client's consent to consult with other service providers is obtained. The provider complies with Article 27-F of the Public Health Law regarding confidentiality of HIV-related information.

Best Practices

A case conference form can help document the participants, topics discussed, and follow up needed as a result of a case conference. When distributed immediately to attendees, the form reminds each participant of the roles and activities they've agreed to perform.

Although more difficult to arrange, a face-to-face case conference can clarify issues or resolve conflicts more directly than conferring with parties separately or by phone. Involving clients in face-to-face case conferences with providers encourages participation and recognizes their role in the process.

Additional Resources

Sample case conference form is available on the New York State Department of Health web site at http://www.nyhealth.gov/diseases/aids/index.htm under the category "Clinical Guidelines, Standards, and Quality of Care."

X. Crisis Intervention

A clear crisis intervention policy and staff training on crisis intervention help ensure quick resolution of emergencies to minimize any damaging consequences (i.e., acute medical, social, physical or emotional distress).

Standard	*Criteria*
Agency has a policy for client crisis intervention services that ensures all onsite emergencies are addressed immediately and effectively. Clients are provided resources to address a crisis after hours.	1. All clients are provided with emergency contact information that includes resources and guidance to secure assistance outside of agency business hours. 2. The need for a crisis plan is determined for each client. Individual crisis plans must include at minimum information on service providers who are accessible 24 hours a day and able to handle emergency situations. 3. Program staff is trained on agency crisis policy and how to respond to crisis situations. 4. Administrative Policy and Procedure manual addresses crisis intervention protocol for incidents that occur on site.

Best Practices

A crisis plan is specific to an individual client's needs. Plans should be developed to ensure a client is able to navigate services during crisis and has specific instructions and provider contact information. Co-occurring disabilities or life circumstances affect the nature and extent of the plan, i.e. people with mental illness or at risk of domestic violence need to have their special needs addressed in advance to minimize the impact of emergencies.

Case managers discuss with clients what constitutes a crisis.

Case management agency has assessed crisis intervention service providers to ensure quality and appropriateness of their services and care.

Programs develop a mechanism to assess a pattern of individual use of crisis intervention services (i.e., frequency, repeat types of situations, resolutions) in order to minimize situations leading to crisis.

XI. Case Closure

Clients who are no longer engaged in active case management services should have their cases closed based on the criteria and protocol outlined in a program's Policies and Procedures. A closure summary usually outlines the progress toward meeting identified goals and case disposition.

Common reasons for case closure include:

- Client lost to care or does not engage in service.
- Client chooses to terminate service.
- Client relocates outside of service area.
- Agency terminates as described in Policies and Procedures.
- Mutual agreement.
- Client is no longer in need of service.
- Client completed case management goals.
- Client no longer eligible.
- Client is referred to a program that provides comparable case management services.

Standard	***Criteria***
Upon termination of active case management services, a client case is closed and contains a closure summary documenting the case disposition.	1. Closed cases include documentation stating the reason for closure and a closure summary. 2. Supervisor signs off on closure summary indicating approval. 3. Policies and Procedures outline the criteria and protocol for case closures (see Section 5 - *Requirements for All CM Programs*).

Best Practices

Providers attempt to reconnect clients lost to care to service. These attempts may include home visits, written/electronic correspondence, and/or telephone calls and may require contact with a client's known medical and human service providers (with prior written consent).

When services are terminated, an exit interview is conducted if appropriate.

Case managers attempt to secure releases that will enable them to share pertinent information with a new provider.

A management review is completed in situations where an agency intends to terminate services related to a client who threatens, harasses or harms staff.

Additional Resources

Sample Case Closure form is available on the New York State Department of Health web site http://www.nyhealth.gov/diseases/aids/index.htm under the category "Clinical Guidelines, Standards, and Quality of Care."

5. Requirements for All Case Management Programs

Policies and Procedures

Each agency providing case management must establish written policies and procedures specific to the case management services they provide. Policies and Procedures should be submitted to the AIDS Institute and be available on site to program employees. Using the AIDS Institute Case Management Standards (Section 4) as a guide, the policy and procedure manual for both Supportive and Comprehensive case management must include, unless specified, the following topics at minimum:

Program Design

Case Management Model(s) – the model(s) of case management to be provided by the program as approved by the AIDS Institute. If both Supportive and Comprehensive case management are to be provided, describe procedure for determining how clients will be assigned to a specific model, and how clients will be transferred from one model to another as their level of service need changes. If program provides only one model of case management, describe process for referring client to another program if their needs don't meet or exceed service level of model provided.

Eligibility and Enrollment Procedures – requirements for eligibility for case management services, and process used by the case management program to determine client eligibility. Considering the eligibility requirements of the funding source, list documentation and process required to verify client eligibility.

Consent for Case Management Services – policy assuring that case management services are voluntary, and that each client consents to receive case management. Describe process for obtaining written client consent for case management services at intake/brief assessment. Include consent form to be used. Consent must include description of case management services offered, and right to decline any or all of case management services.

Crisis Intervention – protocol for addressing client crises during business hours and during non-working hours. Include specific crisis intervention services available to clients during off hours, and process for informing them of these services. Describe process for assessing clients to determine who needs individual crisis plans, and for providing them with appropriate information. Describe staff training to be provided.

Documentation – procedures for establishing a client's case record and recording: 1) written progress notes for all client contacts or case management activities made on the client's behalf, 2) all required forms, and 3) staff signatures and dates of service. Describe which documentation will require supervisory review and signature signifying approval (i.e. assessment forms, reassessments, case closure forms, etc.). Describe policy for protecting privacy and securing client records against breach of confidentiality.

Consumer Confidentiality – policy regarding compliance with New York State HIV Confidentiality Law protecting of the confidentiality of all HIV-related information shared or received in the course of providing client services. Include requirement for written client consent to release HIV information and the prohibition against further disclosure without specific written consent of the client (see web link for DOH form 2257, *HIPAA Compliant Authorization for Release of Medical Information and Confidential HIV-related Information* at http://www.nyhealth.gov/diseases/aids/forms. Policies and procedures should include a general description of other safeguards to insure confidentiality (i.e. securing case records, meeting privacy, waiting areas, return addresses on agency correspondence, etc).

Client Rights and Responsibilities – (recommended, not required) an outline reviewed with clients upon initiation of services establishing the mutual expectations of program and client conduct while engaged in case management services.

Consumer Grievance – the steps a client may take to file a grievance and the process program staff must take to respond to a grievance. Include staff responsible, required documentation, review process, appeal process, time frames, policy regarding maintenance of confidentiality, and process for advising consumer and staff of outcome.

Consumer Input – process for soliciting client views and feedback on current and planned program services including activities such as a Consumer Advisory Board, focus groups, and consumer satisfaction surveys. Include timeframe and frequency of activities.

Data/Reporting – procedure for entering data into URS, the AIDS Institute's Uniform Reporting System. Include person(s) responsible, frequency and timeframe for data entry, the process for internal review of data, and for reporting data to the AIDS Institute.

Quality Improvement/Quality Assurance – process agency will use for measuring quality of case management services and making improvements. Describe Quality Assurance plan including processes for regular, random or peer review of case records, and for administrative review of the case management program. Outline Quality Improvement program including responsible individual(s), staff and consumer involvement in quality activities, development and measurement of key indicators, review of results, and execution of Quality Improvement projects. Policy and procedures must be consistent with AIDS Institute standards on Quality Improvement. (See http://www.hivguidelines.org/public_html/qoc-program/qoc_improvement_standard.htm).

Program Processes

Case Conferencing – process, documentation, and frequency of required case conferencing with a client's other providers. Include circumstances when case conferencing is recommended (see glossary for definition of case conference and see standards under "case conferencing" for specific requirements).

Client Contacts – where required by AIDS Institute initiative, or by agency policy, the minimum expected type and frequency of case management contacts with clients. (see general

requirements for client contacts for each model under *Service Plan Implementation, Client Contacts, Monitoring, and Follow up* in Section 4 Part VI , on pages 4-12 and 4-13).

Referrals – process for making, monitoring, and following up on client referrals to other providers and services, including required documentation. Recommended: list any preferred or standard referral agencies and contact information.

HIV Prevention – means for integrating HIV prevention (prevention of HIV transmission as well as primary and secondary disease prevention) with case management services. Describe process to assess client risk of HIV transmission to sexual and/or drug-use partners, both current and former, and assessment of behaviors that put the client at risk for other infections/re-infection, and/or disease progression. Explain procedures for providing appropriate referrals, follow-up on referrals, support, and/or information to address a client's prevention needs. Clients should be provided information on the process of partner notification and where to find referrals for a variety of prevention interventions.

Case Closure – protocol for closing case management cases, including criteria for determining closure, closure process, and required documentation. Clarify expectation regarding staff efforts to locate and communicate with clients who have not appeared for or engaged in case management services. Describe timeframe and process for closing cases for clients who are lost to follow-up. Identify supervisory position(s) that will approve case closures with their sign-off.

Staffing

Staff Qualifications – description of qualifications required for all case management staff positions, utilizing AI standard as a minimum (see Staff Qualifications pages 5-4 & 5-5).

Staffing Structure – staffing plan for the delivery of case management services. Indicate model(s) of case management to be delivered, individual or team approach to staffing, and line(s) of supervision. Include a job description for each position, an organizational chart of agency and case management program.

Staff Supervision – description of ongoing supervision of case management staff and their activities. Include staff responsible for supervision, type and frequency of supervisory activities (including evaluations of staff job performance), and required documentation.

Staff Training – description of how staff will be trained, including orientation, required training topics, and frequency of training. Describe the process for assessing staff training needs, monitoring and documenting all training, including where training records are located. Training must include annual confidentiality training, with an attestation signed by each staff person agreeing to abide by confidentiality requirements.

Caseloads

Each case management program must be able to identify clients actively engaged in case management services and their caseload per case manager or team. In order to prevent case

manager burnout and maintain quality of case management services, the AIDS Institute requires that programs either set caseload limits in their Policies and Procedure manual or establish them yearly in their program workplan. Individual AIDS Institute program initiatives may set limits or demand other requirements for program caseloads.

For programs providing **Comprehensive Case Management**, the AIDS Institute recommends that programs maintain caseloads of no more than 15-20 clients per individual case manager. In comprehensive programs using a team model, caseload may increase by approximately 10 clients for each additional team member. The recommended maximum per case management team of 3 people is 30-35 clients.

For programs providing **Supportive Case Management** caseload limits should be specified in a Policies and Procedures Manual, or in the program's yearly workplan, depending on individual AIDS Institute initiative requirements.

For programs providing both **Comprehensive and Supportive Case Management** in a mixed caseload served by the same staff (blended model), the program's Policies and Procedures must specify caseload limits and recommendations for caseload mix.

Staff Qualifications

Case Manager Qualifications:

Preferred qualifications for a Case Manager include a Bachelor's or Master's degree in health, human or education services and one year of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For Comprehensive Case Manager, and for certain Supportive Case Manager programs, experience with families is preferred.

Alternately**,** a Case Manager may possess an Associate's degree in health or human services, licensure as an RN or LPN, or certification as CASAC, and two years of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For a Case Manager in a Comprehensive model, and for certain Supportive Case Management initiatives, experience with families is preferred.

Waiver for Meeting Case Manager Qualifications

The qualification requirements listed above may be waived on a case-by-case basis with approval of the AIDS Institute contract/program manager. Experience or education which would be considered for waiving Case Manager Qualifications include:

- Two years experience providing case management services or HIV-related services, or
- One year of case management experience and an associate's degree in health or human services, or
- One year case management experience and an additional year of experience in other activities with HIV+ persons, or
- A bachelor's or master's degree in health or human services.

Case management experience should encompass the functions of intake, assessment, reassessment, service planning, case coordination, case conferencing, service plan implementation, crisis intervention, monitoring and follow-up of services provided, and case closure.

Case Management Supervisor Qualifications

Preferred qualifications for a Case Management Supervisor include a Masters degree in Health or Human Services, one year of supervisory experience, and one year of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For Comprehensive Case Management Supervisor, experience with families is preferred.

Alternately, a Case Management Supervisor may hold a Bachelor's degree in Health or Human Services, and have two years of supervisory experience and two years of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For Comprehensive Case Management Supervisor experience with families is preferred.

Waiver for Meeting Case Management Supervisor Qualifications

The qualification requirements listed above for Case Management Supervisor may be waived on a case-by-case basis with approval of the AIDS Institute contract/program manager.

6.

AIDS Institute Case Management Standards
At A Glance

	CORE ELEMENTS	COMPREHENSIVE	SUPPORTIVE
1	**Brief Intake/Assessment**	Within 15 days from referral. If entry to case management is through HIV medical services, due by completion of initial comprehensive visit(s) N/A AIDS Day Health Care Programs (ADHCP)	Within 15 days from referral.
2	**Selecting Appropriate Case Management Model and Placement**	Required	Required
3	**Brief Service Plan**	Required (if case management services needed) at completion of Brief Intake/Assessment	Required (if case management services needed) at completion of Brief Intake/Assessment
4	**Supervisory Signoff on Brief Service Plan**	As established in Program's Policies and Procedures	As established in Program's Policies and Procedures
5	**Initial Comprehensive Assessment**	60 days from Brief Intake/Assessment In ADHC Comprehensive Assessment required 30 days from enrollment	N/A
6	**Initial Comprehensive Service Plan**	60 days from Brief Intake/Assessment In ADHC 30 days from enrollment	N/A
7	**Supervisor signoff on Initial Comprehensive Assessment and Service Plan**	Required	N/A
8	**Documented follow-up on Service Receipt**	Required	Required
9	**Reassessment**	Comprehensive Reassessment required at minimum every 180 days, or sooner if warranted. In ADHC, Comprehensive Reassessment required every 90 days	Brief Reassessment for those engaged in ongoing case management required at minimum every 180 days, or sooner if warranted. May be face-to face or by phone. In settings where patients are receiving HIV medical services, updated Brief Intake/ Assessment required yearly for those not engaged in ongoing case management
10	**Service Plan Update**	In response to changes in client life circumstances requiring new activity. Required at every comprehensive reassessment, if services needed. In ADHCP every 90 days	In response to changes in client life circumstances requiring new activity. Required at every Brief Reassessment or yearly at updated Brief Intake/ Assessment if services needed

	CORE ELEMENTS	COMPREHENSIVE	SUPPORTIVE
11	**Supervisor signoff on Reassessment and Service Plan Update**	Required	As established in Program's Policies and Procedures
12	**External and Internal Coordination with Other Case Managers and Service Providers** **a) Case Conference** **b) Case Conference Frequency**	Coordination and communication required a) Case conference required b) As needed, minimum every 180 days	Coordination and communication required a) Case conference recommended, especially for high need clients b) As needed
13	**Caseload Limit**	Recommended 15 - 20 per individual Case Manager, 30-35 per full CM Team of 3 persons.	For individual Case Manager or for CM Team, as established in program workplan or Policies and Procedures.
14	**Case Manager contacts with Client**	Multiple frequent contacts	Multiple contacts as needed by client
15	**Crisis Intervention**	Required	Required
16	**Family assessment and services**	Required	Not required, except for specific program initiatives
17	**Home Visits**	Required, except for specific program initiatives	Not required, except for specific program initiatives
18	**When to do Home Visit**	As needed. Minimum at Initial Comprehensive Assessment and Reassessment. Specific program initiatives are exempt.	N/A
19	**Case Closure Summary**	Required	Required
20	**Supervisory signoff on closure**	Required	Required
21	**Case Manager Qualifications**	See Case Manager Qualifications* below	See Case Manager Qualifications* below
22	**Supervisor Qualifications**	See Supervisor Qualifications** below	See Supervisor Qualifications** below
23	**Client Eligibility**	HIV+ and affected family	HIV+
24	**Written Policies and Procedures *** **	Required	Required

*Case Manager Qualifications:

Bachelor's or Master's degree in health, human or education services and one year of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For Comprehensive Case Manager, and certain Supportive Case Management initiatives, experience with families preferred.

OR

Associate's degree in health or human services, or licensure as an RN or LPN, or certification as CASAC, and two years of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For Comprehensive Case Manager, and certain Supportive Case Management initiatives, experience with families preferred.

Note: *These qualification requirements may be waived on a case-by-case basis with approval of the AIDS Institute program/contract manager*.

Examples of experience/education which would be considered for waiving Case Manager Qualifications:

Two years experience providing case management services or HIV-related services

OR

One year of case management experience and an associate's degree in health or human services

OR

One year case management experience and an additional year of experience in other activities with HIV+ persons

OR

A bachelor's or master's degree in health or human services.

Case management experience should encompass the functions of intake, assessment, reassessment, service planning, case coordination, case conferencing, service plan implementation, crisis intervention, monitoring and follow-up of services provided, and case closure.

****Case Management Supervisor Qualifications**

Masters degree in Health or Human Services, one year of supervisory experience, and one year of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For Comprehensive Case Management Supervisor, experience with families preferred.

OR

Bachelor's degree in Health or Human Services, two years of supervisory experience and two years of case management experience with HIV+ persons, and/or persons with a history of mental illness, homelessness, or chemical dependence. For Comprehensive Case Management Supervisor experience with families preferred.

Note: *These qualification requirements may be waived on a case-by-case basis with approval of the program/contract manager*.

***** Policies and Procedures and Other Requirements of All Case Management Programs**

Each case management program will be required to write policies and procedures that describe specific elements of their program design, program processes, and staffing. Topics include case management model provided, eligibility and enrollment procedures, consent for case management services, crisis intervention, documentation, consumer confidentiality, client rights and responsibilities, consumer grievances, consumer input, data and reporting, quality improvement/quality assurance, case conferencing, client contacts, referrals, HIV prevention, case closure, staff qualifications, staffing structure, staff supervision, staff training, and caseloads. See Section 3 of the Case Management Standards for more information.

Note*: Although the AI Case Management Standards set minimum requirements across AIDS Institute case management programs, specific bureaus within the Institute may establish additional requirements for case management programs they oversee.*

7. Glossary

The definitions listed in this glossary should be considered in the context of case management as defined and described in the AIDS Institute Case Management Standards.

ACTIVITIES (service plan): A set of tasks or steps that a client and case manager have agreed upon that will result in the implementation and/or completion of goals and objectives of a Brief or Comprehensive Service Plan. These tasks may be completed by the case manager/team, the client, another assigned person or, in some cases, jointly.

ACUITY: Severity of identified client needs.

ADULT DAY HEALTH CARE PROGRAM (ADHCP): Department of Health (DOH) licensed program that provides comprehensive medical and psychosocial services at one site to persons living with HIV/AIDS.

AGENCY: The entity ultimately accountable for case management services, or one to which a client has been referred. The agency is usually the organization sponsoring a case management program, which in turn provides direct case management services.

AIDS INSTITUTE INITIATIVE: Within an AIDS Institute bureau, an organized effort with specific funding and programmatic requirements established to address a significant issue or service in the continuum of HIV care. AIDS Institute initiatives range from education, health promotion, and community planning programs to prevention services, medical care, chronic care, and supportive client services. AIDS Institute initiatives which include case management services covered by the AIDS Institute Case Management Standards are: the AIDS Day Health Care Program (ADHCP), Centers of Excellence in Pediatric HIV Care, COBRA Community Follow-Up Program, Community-Based HIV Primary Care and Prevention Services, Community Service Programs (CSP), Designated AIDS Centers (DACs), Family-Centered Health Care Services, HIV Primary Care and Prevention Services for Substance Users, HIV Services for HV-Infected Women and Their Families, Multiple Service Agencies (MSA), Ryan White Title II-funded Case Management Programs, Supported Housing Programs, and Youth-Oriented Health Care Programs (Special Care Centers).

BEST PRACTICE: A technique, methodology or action that, through experience and/or research, has proven to lead to a desired result. Best practices may include performance recommendations that assist agencies in meeting or exceeding the set standard.

CASE CONFERENCE: A formal, planned, structured activity, separate from routine contact, that brings together individuals providing specific services to a client for the purpose of assuring unduplicated, integrated and well-coordinated services. A case conference is usually interdisciplinary and includes, preferably, a client and members of his/her support network. A case conference may be used to clarify a client's current status, review progress and barriers towards goals, map roles and responsibilities of the participants, create an integrated service plan, or adjust current plans to respond to a client's situation. Case conferences may be required

at routine intervals and are also recommended during times of significant change, crisis, or lack of progress. A case conference is documented in progress notes or on a case conference form.

CASE MANAGER: An individual responsible for carrying out case management activities, including assessment of needs, service planning, service plan implementation, service coordination, monitoring and follow-up, reassessment, case conferencing, crisis intervention and case closure. Note: in some settings this individual may not have the title of case manager, but should have the minimum qualifications detailed in Section 5 Staff Qualifications.

CASE MANAGEMENT MODEL SELECTION: The process through which a case manager and client determine the model of case management the client needs and is willing to accept. This process is completed after the Intake/Brief Assessment.

CHILDREN: Youths under the age of 21 residing in or outside the home who are related to a client or their collaterals (socially or biologically), or who are the responsibility of the client or their collaterals.

CLIENT CONSENT FOR CASE MANAGEMENT: A designated form presented to a client and discussed following the Brief Intake/Assessment and model selection that describes the case management services, the voluntary nature of the program, and the right to decline all or part of services. The client's signature confirms agreement to participate in the case management program and processes.

COLLATERAL: Any person identified by a client as playing a significant role in his/her life or who is dependent upon the client (i.e., children, domestic partner, spouse, parent, etc.).

COMMUNITY BASED ORGANIZATION (CBO): Not-for-profit agency governed by a Board of Directors and staffed by individuals who often reflect the community served by the organization. These organizations may be funded to provide specific health and social services to assist individuals living with HIV/AIDS. Service may include case management, crisis intervention, housing, meals, HIV prevention services, and others.

COMPREHENSIVE MEDICAL VISIT: The provision of a full medical evaluation to assess health, determine appropriate level of medical care, or need for specific interventions to achieve optimal well being and quality of life. The comprehensive medical visit may involve more than one visit to a single provider or to multiple providers to complete the full medical evaluation.

COORDINATION: Contact and communication between a case manager and other service providers including medical, mental health, substance use, social service, and staff of other agencies to assure that each entity is informed of client's status related to service acquisition and meeting set goals or objectives. Coordination is a routine activity of case management, which updates providers on client progress and barriers as well as helps define provider roles and responsibilities, and avoid service duplication.

CRISIS INTERVENTION: An immediate response by a service provider to address a client's emergency need, i.e. emergency medical situation, domestic violence, mental health crisis, etc.

CRITERIA: Requirements for meeting a standard or the information used to determine if a standard has been met.

CULTURAL COMPETENCY: Staff ability to make services respectful of a client's cultural beliefs and behaviors, whether influenced by gender, ethnicity, poverty, language, disability, sexuality, age or other cultural influences, so that services are sensitive, comfortable, and acceptable to clients. Cultural competency implies that service delivery is designed and implemented with the understanding that culture and language have considerable impact on how clients access and respond to health and human services.

FAMILY: The chosen close support system of a client as defined by the client. This expanded family definition may include blood relatives, domestic partners, spouse, children, and/or friends.

GOALS (service plan): A statement of broad outcomes that a client and case manager have agreed upon. These should be simple and achievable and are the basis for the tasks and activities that client and case manager will undertake.

HARM REDUCTION: An approach to behavior change that incorporates immediate and practical strategies for reducing harm associated with drug-related and sexual risk behaviors. An individualized, client-centered approach requiring a non-judgmental assessment of the client's current behavioral practices, and work toward small gradations in risk reduction to achieve behavioral changes in a manner consistent with the client's abilities and desires.

IMMEDIATE NEEDS: Client-identified issues that must be addressed at once to stabilize the client's situation and facilitate further engagement.

MEDICAL CASE MANAGEMENT/CARE COORDINATION: Medical care coordination is a service provided on-site at a health care facility by a member of the multidisciplinary team treating a patient (usually nurse, PA, NP, physician or assigned social worker). A medical care coordinator is responsible for a psychosocial assessment and ensuring that a patient receives the core services associated with HIV primary care such as: nutritional assessments; substance use and mental health assessments and interventions; treatment adherence counseling; prevention education; and partner notification assistance as needed. A medical case manager/care coordinator ensures coordination between inpatient and outpatient care and between the clinical staff coordinating the patient's medical care and community-based case managers. She/he also ensures timely referral to other specialists both within and outside the facility, and follow-up on referrals and missed appointments.

MEDICAL SETTING: Article 28 DOH-licensed HIV acute and primary care programs such as hospitals and Diagnostic and Treatment Centers. These include: hospital–based Designated AIDS Centers (DAC); non-DAC Hospital HIV clinics; free-standing Community Health Care Centers; Substance Abuse Treatment Programs co-located with HIV primary care; county health departments; and Federally Qualified Health Centers (FQHCs).

NARRATIVE SUMMARY: Documentation that provides an overview of issues presented by the client during an assessment. The narrative summary may prioritize needs and include a plan for following up on them.

OBJECTIVE (service plan): A short term (about six months or less) desired outcome, agreed upon between a case manager and a client, that contributes to the achievement of a broader goal in a client's service plan. Objectives are concrete and may require one or more activities to reach the desired result.

PARTNER NOTIFICATION ASSISTANCE: Service to determine if a client has informed past and present sexual and needle-sharing partners of their exposure to HIV and offer assistance with disclosure. Partner notification activities may include individual interventions such as role-playing with a client who wishes to self-inform partners, referral to self-help group discussions on partner notification, or referral to the Partner Notification Assistance Program (PNAP) or Contact Notification Assistance Program (CNAP). Client needs regarding partner notification should be reviewed regularly and included in assessments/reassessments.

PROGRAM CAPACITY: The ability of a program and its staff to meet the case management needs of presenting clients, based on current resources, program design, and current caseload.

PROOF OF HIV STATUS: Documentation that provides verification of positive HIV status, such as a letter from physician, copies of laboratory results of HIV tests, T-cell and viral load results, M-11Q or medical chart documentation. Acquiring this documentation directly from a provider requires a release of information signed by the client, as per Article 27-F of the NYS Public Health Law.

REFERRAL ARRANGEMENTS/AGREEMENTS: Pre-established agreements with other agencies to send or accept clients for specified program services. An ongoing active partnership with agencies offering needed services is essential in providing quality case management.

STANDARDS: A set of requirements that the agency/program must follow when providing AIDS Institute-supported Comprehensive or Supportive Case Management Services.

SUPPORTIVE SERVICES: Discrete non-medical concrete services that assist a client with day-to-day living (i.e., food, transportation and support groups). AI sponsored support services are funded separately from case management.

TRANSITIONAL CASE MANAGEMENT (Youth Access Programs): Low threshold service to connect at-risk youth to clinical and social services to meet their immediate health care and social service needs. Transitional case management is often done in conjunction with outreach.

TRANSITIONAL PLANNING: Time limited case management that insures a continuum of services to HIV infected inmates who have disclosed their HIV status within a correctional facility. Arrangements for health care, prevention and support service are made pre-release to insure a coordinated transition from incarceration to community. Post-release follow up is provided to determine outcomes and reconnect individuals to care and services.

8. Sample Forms

Sample forms for performing key case management processes and completing documentation are available at the New York State Department of Health website. These samples may be used as is or adapted. Go to the AIDS Institute pages at http://www.nyhealth.gov/diseases/aids/index.htm and click on the category "Clinical Guidelines, Standards, and Quality of Care."

Forms included are:

- Brief Intake/Assessment
- Sample Screening Questions to Determine Case Management Need and Level of Case Management Services
- Brief Service Plan
- Initial Comprehensive Assessment
- Comprehensive Service Plan
- Comprehensive Reassessment
- Case Conference Form
- Case Closure Form

Changes in the HIV epidemic are frequent and impact case management services and documentation. Please visit the NYS DOH website periodically for updated versions of forms and other case management resources.

An electronic copy of the ***AIDS Institute Standards for HIV/AIDS Case Management*** is also available for download at this site.

Attachment 3
Sample Letter of Interest

Date: _____

Tim Doherty
New York State Department of Health/AIDS Institute
Empire State Plaza
Corning Tower, Room 421
Albany, NY 12237

Dear Mr. Doherty:

Re: RFA # 10-0002
Housing and Supportive Housing Services for People Living with HIV/AIDS

Please be advised that _____, (*Name of organization)* is interested in funding for the above referenced Request for Applications, and request that our organization be placed on the mailing list for any updates, written response to questions, or amendments to the RFA.

It is our intention to apply under: Component A ☐ Component B ☐ Component C ☐

Geographic region (check all that apply):

New York City
- ☐ Bronx
- ☐ Brooklyn
- ☐ Manhattan
- ☐ Queens
- ☐ Staten Island

Long Island
- ☐ Nassau
- ☐ Suffolk

Hudson Valley
- ☐ Dutchess
- ☐ Orange
- ☐ Putnam
- ☐ Rockland
- ☐ Sullivan
- ☐ Ulster
- ☐ Westchester

Northeastern New York
- ☐ Albany
- ☐ Clinton
- ☐ Columbia
- ☐ Delaware
- ☐ Essex
- ☐ Franklin
- ☐ Fulton
- ☐ Greene
- ☐ Hamilton
- ☐ Montgomery
- ☐ Otsego
- ☐ Rensselaer
- ☐ Saratoga
- ☐ Schenectady
- ☐ Schoharie
- ☐ Warren
- ☐ Washington

Central NY/Southern Tier
- ☐ Broome
- ☐ Cayuga
- ☐ Chenango
- ☐ Cortland
- ☐ Herkimer
- ☐ Jefferson
- ☐ Lewis
- ☐ Madison
- ☐ Oneida
- ☐ Onondaga
- ☐ Oswego
- ☐ St. Lawrence
- ☐ Tioga
- ☐ Tompkins

Finger Lakes
- ☐ Chemung
- ☐ Livingston
- ☐ Monroe
- ☐ Ontario
- ☐ Schuyler
- ☐ Seneca
- ☐ Steuben
- ☐ Wayne
- ☐ Yates

Western New York
- ☐ Allegany
- ☐ Cattaraugus
- ☐ Chautauqua
- ☐ Erie
- ☐ Genesee
- ☐ Niagara
- ☐ Orleans
- ☐ Wyoming

Sincerely,

_____
Signature of CEO or responsible person

_____
Print name

_____
Title

_____
Street address

_____
City, State and Zip Code

( )_____
Telephone

_____
E-mail address

Attachment 4
Sample Letter of Commitment from Board of Directors
RFA # 10-0002
Housing and Supportive Housing Services for People Living with HIV/AIDS

Date

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

Dear Ms. White:

This letter certifies that the Board of Directors of _____ (*Applicant Organization*) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the solicitation for ***Housing and Supportive Housing Services for People Living with HIV/AIDS,*** **RFA # 10-0002.**

We are committed to ensuring that the proposed HIV-related services will be provided and that program staff will be qualified, appropriately trained and have sufficient agency resources to effectively implement the program.

The Board attests as an applicant under **Component A** and **B** that the organization meets the following eligibility requirements (check box):

- ❑ A not-for-profit HIV/AIDS service provider located outside New York City who has direct experience providing housing and/or supportive housing services to the target population.

- OR -

- ❑ A not-for-profit housing provider located outside New York City who has direct experience in providing transitional housing, permanent scattered-site/clustered apartments, or permanent congregate housing for persons with HIV/AIDS

The Board attests as an applicant under **Component C** that the organization meets the following eligibility requirements (check box):

- ❑ A not-for-profit HIV/AIDS service provider located in New York City, who have direct experience providing housing and/or supportive housing services to the target population.

- OR -

- ❑ A not-for-profit housing provider located in New York City who has direct experience in providing transitional housing, permanent scattered-site/clustered apartments, or permanent congregate housing for persons with HIV/AIDS.

Sincerely,

Chairperson/President
Board of Directors

Application Cover Page

Housing and Supportive Housing Services for People Living with HIV/AIDS

RFA # 10-0002

Applicant:_____ **Amount Requested: $**_____

(Legal name as it would appear on a contract)

Address: _____

(Street address, P.O. Box, City, State ZIP code)

Federal ID# _____ **NYS Charities Registration #** _____

Component Applying For: Please check only ONE Component for each application submitted.

☐ **Component A** ☐ **Component B** ☐ **Component C**

Region

- ☐ Bronx
- ☐ Brooklyn
- ☐ Manhattan
- ☐ Queens
- ☐ Staten Island
- ☐ Long Island
- ☐ Hudson Valley
- ☐ Northeastern New York
- ☐ Central NY
- ☐ Finger Lakes
- ☐ Western New York

Geographic Areas: *Indicate counties, boroughs, and/or neighborhoods to be served*

Primary Service Site Address:

Service Site(s): *If different from agency name/address, please list (if needed, attach additional sheets):*

_____

_____

_____

Contact Person *(regarding this application)*

Name: _____

Printed Name (First, Last) *Title*

Address: _____

Telephone: (___) _____ **Fax**: (___) _____ **e-mail:** _____

Signature of Applicant's Executive Director or Chief Executive Officer

_____

Date

Name: _____

Printed Name (First, Last) *Title*

Attachment 6

Application Checklist
Housing and Supportive Housing Services for People Living with HIV/AIDS
RFA # 10-0002

Agency Name: _____

Please submit one original and six (6) copies of your application. Please order your submission in the same order as presented below. Your submission must include this Checklist and all the items listed below:

☐ **Application Checklist (Attachment 6)**

☐ **Application Cover Page (Attachment 5)**

☐ **Program Application Narrative**
- **Program Summary**
- **Statement of Need**
- **Applicant Organization**
- **Program Design**
- **Staffing Pattern and Qualifications**
- **Evaluation/Quality Improvement Design**
- **Budget Forms and Justification (Attachment 17)**

☐ **Letter of Commitment from Board of Directors**

☐ **Vendor Responsibility Questionnaire (Attachment 7)**
(*indicate on-line submission or attached*)

☐ **Vendor Responsibility Attestation Form (Attachment 8)**

☐ **Agency HIV Funding History (Attachment 11)**

☐ **Board of Directors Information Form (Attachment 12) (if applicable)**

☐ **Population Data Form (Attachment 13)**

☐ **Program Implementation Timeline (Attachment 14)**

☐ **Agency Capacity/Staffing Information (Attachment 15)**

☐ **AIDS Institute Reporting System (AIRS) Implementation (Attachment 16)**

☐ **Organization Chart – Agency**

☐ **Organization Chart – HIV Program Services**

☐ **Most recent Yearly Independent Audit**

Attachment 7

Vendor Responsibility Questionnaire

Instructions for Completing the Questionnaire

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

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

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

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

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

BUSINESS ENTITY INFORMATION		
Legal Business Name	**EIN**	
Address of the Principal Place of Business/Executive Office	**Phone Number**	**Fax Number**
E-mail	**Website**	
Authorized Contact for this Questionnaire		
Name:	**Phone Number**	**Fax Number**
Title	**Email**	

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)

Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) ☐ Corporation (including PC)	**Date of Incorporation**
b) ☐ Limited Liability Co. (LLC or PLLC)	**Date Organized**
c) ☐ Limited Liability Partnership	**Date of Registration**
d) ☐ Limited Partnership	**Date Established**
e) ☐ General Partnership	**Date Established** **County (if formed in NYS)**
f) ☐ Sole Proprietor	**How many years in business?**
g) ☐ Other	**Date Established**
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	**☐ Yes ☐ No**
If 'No' indicate jurisdiction where Business Entity was formed: **☐ United States State _____** **☐ Other Country _____**	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? *Note: Select 'not required' if the Business Entity is a General Partnership*.	**☐ Yes ☐ No ☐ 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?	**☐ Yes ☐ 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? *Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity compromising the Joint Venture.*	**☐ Yes ☐ No**

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

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

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no proceed to section III)		☐ Yes ☐ No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		☐ Yes ☐ No
Individual's Name	Position/Title with Affiliate	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

Attachment 8

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 Vender 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 9

STANDARD NEW YORK STATE GRANT CONTRACT

WITH APPENDICES

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):

_____

CONTRACTOR (Name and Address):

_____

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:
__ __ - __ __ - __ __ or ( ) EXEMPT:
(If EXEMPT, indicate basis for exemption):

_____

CONTRACTOR HAS( ) HAS NOT( ) TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.

_____

CONTRACTOR IS( ) IS NOT( ) A SECTARIAN ENTITY

CONTRACTOR IS( ) IS NOT( ) A NOT-FOR-PROFIT ORGANIZATION

NYS COMPTROLLER'S NUMBER: _____

ORIGINATING AGENCY CODE:

_____

TYPE OF PROGRAM(S)

_____

INITIAL CONTRACT PERIOD

FROM:

TO:

FUNDING AMOUNT FOR INITIAL PERIOD:

_____

MULTI-YEAR TERM (if applicable):

FROM:

TO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

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

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

_____	.	_____
	.	Contract No. _____
_____	.	_____
CONTRACTOR	.	STATE AGENCY
_____	.	_____
By: _____	.	By: _____
(Print Name)		(Print Name)
_____	.	_____
Title: _____	.	Title: _____
Date: _____	.	Date: _____
	.	
	.	State Agency Certification:
	.	"In addition to the acceptance of this contract,
	.	I also certify that original copies of this signature
	.	page will be attached to all other exact copies of
	.	this contract."
_____	.	_____

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

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

_____
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE	.	STATE COMPTROLLER'S SIGNATURE
_____	.	_____
Title: _____	.	Title: _____
Date: _____	.	Date: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

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

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

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

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

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.

2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

3. Administrative Rules and Audits:

    a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.

        i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

        ii. For a nonprofit organization other than
            - ♦ an institution of higher education,
            - ♦ a hospital, or
            - ♦ an organization named in OMB Circular A-122, “Cost Principles for Non-profit Organizations”, as not subject to that circular,

            use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

        iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

        iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, “Audits of States Local Governments and Non-profit Organizations”, then subject to program specific audit requirements following Government Auditing Standards for financial audits.

    b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in “a” above.

c. The CONTRACTOR shall comply with the following grant requirements regarding audits.

i. If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000, and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed $100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ♦ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

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

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.

d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

a) Payments of reasonable compensation made to its regularly employed officers or employees;

b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed $100,000; and

c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed $150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

d) The terms *covered transaction, debarred, suspended, ineligible*, *lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.

g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

a) The prospective lower tier participant certifies, by submission of this

proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.

9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

    a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

        - Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
        - Appendix C - Section II, Progress and Final Reports;
        - Appendix D - Program Workplan will require OSC approval.

    b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

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

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

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

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B

BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS

Total Salary _____
Fringe Benefits (specify rate) _____
TOTAL PERSONAL SERVICE: _____

Other Than Personal Service Amount

Category
Supplies
Travel
Telephone
Postage
Photocopy
Other Contractual Services (specify)
Equipment (Defray Cost of Defibrillator) _____

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: *(required)*

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR

- ❶ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the end of the first *<monthly or quarterly>* period of this AGREEMENT; or

- ❶ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

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

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

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

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

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE *<monthly or quarterly>* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

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

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

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

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

II. Progress and Final Reports

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

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

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

APPENDIX D

PROGRAM WORKPLAN
(sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

Appendix G

NOTICES

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

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

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

State of New York Department of Health
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

[*Insert Contractor Name*]
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

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

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

Agency Code 12000
APPENDIX X

Contract Number:_____ Contractor:_____

Amendment Number X-_____

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

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

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es)_____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

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

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

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

$_____ From ___/_____/____ to ____/____/____.
(Value before amendment) (Initial start date)

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

$_____ From ___/_____/____ to ____/____/____.

This will result in new contract terms of:

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

Signature Page for:

Contract Number:_____ Contractor:_____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By:_____ Date: _____
(signature)

Printed Name:_____

Title:_____

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

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

_____
(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By:_____ Date:_____
(signature)

Printed Name:_____

Title:_____

ATTORNEY GENERAL'S SIGNATURE

By:_____ Date:_____

STATE COMPTROLLER'S SIGNATURE

By:_____ Date:_____

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

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

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

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX A-2

STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

1. Any materials, articles, papers, etc. developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment, when deemed appropriate by the AIDS Institute: "Funded by a grant from the New York State Department of Health AIDS Institute". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding the content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured by the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. In the performance of a complete and accurate audit of the program, by the STATE, it may become necessary to extend the process to include foundations or other closely allied corporations which have as a primary goal the benefit and/or promotion of the CONTRACTOR. This extended audit would be pursued only to the extent of identifying funds received from or to be used for operation of the program, the purposes of such funds and is not intended as a monitoring device of the foundation or closely allied corporations as such.

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

7. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York, including Chapter 584 of the Laws of 1988 (the New York State HIV Confidentiality Law) and the appropriate portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and Confidentiality of HIV Related Information).

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

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

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

11. All such subcontracts shall contain provisions specifying:

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

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

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

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

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

APPENDIX F

AIDS INSTITUTE POLICY

Access to and Disclosure of Personal Health Related Information

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

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

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

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

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

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

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

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

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

7. Employee Training

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

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

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

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

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

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

8. Employee Attestation.

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

New York State Department of Health

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

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

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

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

I consent to disclosure of (please check all that apply):

- ☐ My HIV-related information
- ☐ Both (non-HIV medical and HIV-related information)
- ☐ My non-HIV medical information **

Information in the box below must be completed.

Name and address of facility/person disclosing HIV-related and/or medical information:

_____

_____

Name of person whose information will be released: _____

Name and address of person signing this form (if other than above):

_____

_____

Relationship to person whose information will be released:_____

_____

Describe information to be released:_____

Reason for release of information: _____

Time Period During Which Release of Information is Authorized From: _____ To: _____

Disclosures cannot be revoked, once made. Additional exceptions to the right to revoke consent, if any:

_____

_____

Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment or eligiblity for benefits (Note: Federal privacy regulations may restrict some consequences):

_____

_____

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

Signature _____ Date_____

*Human Immunodeficiency Virus that causes AIDS

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

Please Complete Information on Page 2.

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

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

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

If legal representative, indicate relationship to subject: _____

Print Name _____

Client/Patient Number _____

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

Signature _____ Date _____

Client/Patient Number _____

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

Departamento de Salud del Estado de Nueva York

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

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

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

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

- ☐ Mi información relativa al VIH
- ☐ Ambas (información médica tanto ajena como relativa al VIH)
- ☐ Mi información médica ajena al VIH**

Complete la información en el siguiente cuadro.

El establecimiento o la persona que divulgue la información debe completar el recuadro que se encuentra a continuación:

Nombre y dirección del establecimiento o profesional que divulga la información médica o relativa al VIH:

_____

_____

Nombre de la persona cuya información será divulgada: _____

Nombre y dirección de la persona que firma este formulario (si difiere de la persona mencionada anteriormente):

_____

_____

Relación con la persona cuya información será divulgada: _____

_____

Describa la informacón 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.

Complete la información de la página 2.

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

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

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

Firma _____ Fecha _____

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

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

Nombre (en letra de imprenta) _____

Número de paciente o cliente _____

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

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

Firma _____ Fecha _____

Número de paciente o cliente _____

Appendix G

NOTICES

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

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

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

State of New York Department of Health
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

[*Insert Contractor Name*]
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

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

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

Attachment 10

HEALTH RESEARCH, INC.

STANDARD CONTRACT WITH ATTACHMENTS

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

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

2. Allowable Costs/Contract Amount -

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

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

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

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

3. Administrative, Financial and Audit Regulations –

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

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

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

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

4. Payments -

a) No payments will be made by HRI until such time as HRI is in receipt of the following items:

- Insurance Certificates pursuant to Article 8;
- A copy of the Contractor's latest audited financial statements (including management letter if requested);
- A copy of the Contractor's most recent 990 or Corporate Tax Return;
- A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
- A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

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

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

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

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

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

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

7. Amendments/Budget Changes –

a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

8. Insurance -

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

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

1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.

2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.

3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.

4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

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

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

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

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

c) The insurance in b) above shall:

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

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

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

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

10. Title -

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

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

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

12. Non-Discrimination -

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

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

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

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

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

14. Site Visits and Reporting Requirements -

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

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

15. Miscellaneous -

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

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

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

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

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

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

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

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

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

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

(a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.

(b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.

(c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules.*

17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -
The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

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

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

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

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

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

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

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

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

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

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

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

a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b) The Contractor is not delinquent on any Federal debt.

c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B
PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE

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

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

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

a) The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.

b) The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent secures medical care or support services.

4. **Confidentiality:**

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

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

5. **Evaluation and Service Coordination**

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

6. **Publication:**

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

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

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

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

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

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

Attachment "C"

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

I. Definitions:

(a) A Business Associate shall mean the CONTRACTOR.

(b) A Covered Program shall mean the HRI/New York State Dept. of Health.

(c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164. Information regarding HIPAA can be found on the web at www.hhs.gov/ocr/hipaa/.

II. Obligations and Activities of the Business Associate:

(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.

(d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.

(e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

(f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet

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

(g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.

(h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.

(i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) The Business Associate agrees to provide to the Covered Program or an Individual, in a time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

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

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

(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

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

(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

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

VI. Term and Termination

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

(b) *Effect of Termination.*

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

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

VII. Violations

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the Covered Program, therefore the Covered Program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

(b) The Business Associate shall indemnify and hold the Covered Program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

VIII. Miscellaneous

(a) *Regulatory References*. A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment*. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.

(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.

(f) *HIV/AIDS*. If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

ATTACHMENT D

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

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

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

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

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

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

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

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

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

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

7. Employee Training

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

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

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

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

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

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

8. Employee Attestation.

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

ATTACHMENT E

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

Interim Revisions June 1992

1. Basic Principles

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

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

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

Section 2500 Use of Funds:

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

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

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

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

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

2. Program Review Panel

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

(1) Understand how HIV is and is not transmitted; and

(2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attribution Statement for Grantees' HIV Prevention Messages

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

GENERAL AUDIENCES:

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

SCHOOL SETTINGS:

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

STREET OUTREACH/COMMUNITY SETTINGS:

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

INDIVIDUAL AND GROUP COUNSELING:

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

COMMENTS

1. Grantees are responsible for determining the approved settings for distribution of materials.

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

Attachment 11

Funding History for HIV Services
(past 3 years)

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

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

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

BOARD OF DIRECTORS/TASK FORCE

Organization: _____

Total Number of Board Members: _____

Board Member Name, Address, Telephone Number and Affiliation	Office Held	Term	Committee Assignments

Please indicate the number of Board Members who consider themselves among the following categories. (These numbers may be duplicative.)

_____ Persons Living with HIV or AIDS
_____ Racial/Ethnic Minorities
_____ Gay Men or Lesbians
_____ IV Substance User Community
_____ Clients

Attachment 13

Data Sheet for Projected Populations to be Served

Housing and Supportive Housing Services for People Living with HIV/AIDS
RFA # 10-0002

Agency Name: _____

Projected Number of Individuals Living with HIV/AIDS to be Served _____

Client Race/Ethnicity:

_____**%**	White, non-Hispanic	_____**%**	Black, non-Hispanic
_____**%**	Latino/Hispanic	_____**%**	Asian/Pacific Islander
_____**%**	American Indian/ Alaskan Native	_____**%**	Other (Specify)

_____**%** **Total** (should equal 100%)

Client Age Group:

_____**%**	0 – 12 years old	_____**%**	19 – 29 years old
_____**%**	13 – 18 years old	_____**%**	30 – 50 years old
		_____**%**	50 + years old

_____**%** **Total** (should equal 100%)

Gender:

_____**%** Female

_____**%** Male

_____**%** Other _____

_____**%** **Total** (should equal 100%)

Attachment 14

Housing and Supportive Housing Services for People Living with HIV/AIDS
RFA # 10-0002

Program Implementation Timeline

List proposed activities to implement the program. Include specific action steps to accomplish these tasks, identify the individual (s) responsible for ensuring that activities are accomplished and anticipated timeframes for completion.

ACTIVITY	ACTION STEPS	RESPONSIBLE STAFF/PARTIES	TIMEFRAME
Example: Develop marketing plan to advertise services and increase caseload.	1. Develop flyer advertising services. 2. Develop mailing list and distribute flyer. 3. Collaborate with regional networks and providers to promote services.	Program Director Clinical & Care Coordination staff	July 2009 – August 2009

Attachment 15

Agency Capacity Information
Housing and Supportive Housing Services for People Living with HIV/AIDS
RFA # 10-0002

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

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

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

_____

_____

AIDS INSTITUTE REPORTING SYSTEM

Directions: Please respond to all questions directly within the body of this document. There are no page limits for this Attachment.

(1) Please provide a description of how you propose to implement AIRS. If you are currently using the AIRS system, describe your current implementation strategy.

(2) Detail staff position roles and responsibilities for activities including, but not limited to:
   (a) system administration
   (b) data entry
   (c) quality control
   (d) AIDS Institute reporting.

(3) Please provide a description of the physical infrastructure used to implement the system which includes the following: network vs. stand-alone set-up.
   a. If networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system.
   b. If stand-alone, please include desktop specifications.

(4) Describe how data will flow from point of service delivery to entry in AIRS. Use of a flowchart is encouraged.

Attachment 17

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Page 1 - Summary Budget

A. Please list the amount requested for each of the major budget categories. These include:
   1. Salaries
   2. Fringe Benefits
   3. Supplies
   4. Travel
   5. Equipment
   6. Miscellaneous Other (includes Space, Phones and Other)
   7. Subcontracts/Consultants
   8. Administrative Costs

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

Page 2- Personal Services

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

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

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

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

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

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

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

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

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

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

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

Page 3 - Fringe Benefits and Position Descriptions

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

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

Page 4 -Subcontracts

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

Page 5- Grant Funding From All Other Sources

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

Page 6 - Budget Justification

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

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

New York State Department Of Health
AIDS Institute
Summary Budget Form

(To be used for Solicitations)

Attachment 17

Contractor: _____

Contract Period: _____

Federal ID #: _____

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

Personal Services Total **Sum of A & B**	
OTPS Total **Sum of C through H**	

** If applicable to RFA*

Personal Services

Contractor:

Contract Period:

Federal ID #:

Number of hours in full-time agency work week : _____

(1)	(2)	(3)	(4)	(5)	(6)	
Position Title/Incumbent Name(s) List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time. If additional space is needed, copy this page	**Hours Worked Per Week** Hours worked per week, regardless of funding source.	**Annual Salary** Salary for 12 months, regardless of funding source.	# of months or pay periods funded on this contract	% of Effort funded by this contract	**Amount Requested from AIDS Institute** Col 3 x Col 4 x Col 5 12 mos. or 26 pp	***Third Party Revenue**** Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)
SUBTOTAL						

** 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** ☐ **NO**

Contractor must attach a copy of federally approved rate agreement.

Approved Rate (%) : _____

Amount Requested ($): _____

Complete 2-6 below.

2. Total salary expense based on most recent audited financial statements: _____
3. Total fringe benefits expense based on most recent audited financial statements: _____
4. Agency Fringe Benefit Rate: *(amount from #3 divided by amount from #2)* _____
5. Date of most recently audited financial statements: _____

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

6. Requested rate and amount for fringe benefits:

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

Rate Requested (%) : _____

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.

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

Title:
Contract Duties :

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.

RYAN WHITE GUIDANCE
FOR PART B CONTRACTORS

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

RYAN WHITE SERVICE CATEGORIES

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

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

CORE SERVICES

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

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

2. **Mental health services for HIV-positive persons.** Psychological and psychiatric treatment and counseling services, including individual and group counseling, provided by mental health professionals licensed by the NYS Department of Education and the Board of Regents to practice within the boundaries and scope of their respective profession. This includes Psychiatrists, Psychologists, Psychiatric Nurse Practitioners, Masters prepared Psychiatric Registered Nurses, and Licensed Clinical Social Workers. All mental health services must be provided in accordance with the AIDS Institute Mental Health Standards of Care.

3. **Medical nutrition therapy** is provided by a licensed registered dietitian outside of a primary care visit and includes the provision of nutritional supplements. Medical nutrition therapy provided by someone other than a licensed/registered dietitian should be recorded under psychosocial support services.

4. **Medical case management services (including treatment adherence**) are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication. All case management services must be provided in accordance with AIDS Institute case management standards.

5. **Substance abuse services-outpatient** is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

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

6. **Case management (non-medical)** includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed support services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does. In accordance with HRSA HAB policy notice 01-01, this includes transitional case management for incarcerated persons as they prepare to exit the correctional system as part of effective discharge planning, or who are in the correctional system for a brief period, which would not include any type of discharge planning. All case management services must be provided in accordance with AIDS Institute case management standards.

7. **Child care services** are the provision of care for the children of clients who are HIV-positive while the clients attend medical or other appointments or Ryan White Program-related meetings, groups, or training. **NOTE: This does not include child care while a client is at work**.

8. **Emergency financial assistance** is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available.

9. **Food bank/home-delivered meals** include the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food.

10. **Health education/risk reduction** is the provision of services that educate clients with HIV, including the provision of information about medical and psychosocial support services and counseling to help clients with HIV improve their health status, and education about HIV transmission and how to reduce the risk of HIV transmission.

11. **Housing services** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.

12. **Linguistics servic**es include the provision of interpretation and translation services.

13. **Medical transportation services** include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

14. **Outreach services** are programs that have as their principal purpose identification of people who know their status so that they may become aware of, and may be enrolled in care and treatment services, **NOT** HIV counseling and testing or HIV prevention education. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

15. **Psychosocial support service**s are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups that improve medical outcomes, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.

16. **Referral for health care/supportive s**ervices is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.

17. **Rehabilitation services** are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.

18. **Respite care** is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client with HIV/AIDS.

19. **Treatment adherence counseling** is the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by non-medical personnel outside of the medical case management and clinical setting.

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

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

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

Transportation for personal errands, such as grocery shopping, other shopping, banking, social/recreational events, restaurants, or family gatherings is not allowed.

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

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

CLIENT ELIGIBILITY

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

Non-infected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome

of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.

2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent secures medical care or support services.

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

TIME AND EFFORT REPORTING

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

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

ADMINISTRATION

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

Administration includes the following:

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

2. **Other types of program support, such as quality assurance, quality control and related activities:** This includes staff whose duties relate to agency-wide quality assurance (e.g., developing agency quality assurance protocols, reviewing a sample of charts to determine the quality of services agency-wide, or participating on an agency's/facility's quality committee). This might not include quality assurance activities related specifically to an HIV program component of an agency; such activities will have to be reviewed on a case-by-case basis. This does not include supervisory quality assurance (e.g., reviewing charts with direct service staff to determine the appropriateness and comprehensiveness of services delivered to the staff person's clients).

3. **Routine contract administration:** This includes proposal, work plan and budget development, receipt and disbursal of contract funds, and preparation of programmatic and financial reports as required by the AIDS Institute.

4. **Audit:** All funds included in the budget's audit line. Please note that under revised federal audit requirements, grantees that expend $500,000 or more in federal funds must have a single A-133 audit. Federal grantees that spend less than $500,000 in federal funds annually are prohibited from charging federal funds for single audits. Therefore, only those contractors receiving federal funds of $500,000 or more may request approval of reimbursement for single audit expenses through their Ryan White contract. However, Ryan White funds may be used to support limited financial review with prior AIDS Institute approval.

5. **Other administrative activities:** This includes fiscal activities, such as accounting, bookkeeping, payroll, etc., and operations responsibilities, such as security, maintenance,

etc. Titles that may involve such duties include: Controller, Accounting Manager, Director of Operations, Bookkeeper, Accountant, Payroll Specialist, Finance Coordinator, Maintenance Worker, Security Officer, etc. Some types of insurance are considered program costs (e.g., medical malpractice insurance, insurance for a vehicle used as part of a transportation program), while some are considered administrative (general liability, board insurance).

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

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

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

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

REVENUE/PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, contractors must screen clients for eligibility to receive services through other programs (e.g., Medicaid, Medicare, VA benefits, private health insurance), periodically reassess client eligibility for Ryan

White services, and document client eligibility. Contractors must have policies and procedures in place addressing these screening requirements. Contract managers will review these policies and procedures as well as documentation of screening activities and client eligibility during contract monitoring.

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

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

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

I. Revenue Policy Goals

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

State revenue policy sets forth core requirements. Ryan White revenue policy builds upon the core requirements, adding federally mandated restrictions.

State Revenue Policy

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

- All grant-funded programs must maximize the revenue available to the program through Medicaid, ADAP Plus and other third-party payers.

- Each grantee is required to track the revenue generated by the grant-funded program and to make such revenue available to the program either to enhance HIV services or to offset other expenses incurred by the contract, which are related to the HIV program.

- AIDS Institute approval is required for allocation of third-party revenues generated by the grant funded program.

Ryan White Revenue Policy

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

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

Analysis

Reimbursement for services delivered in licensed health facilities in New York State is based on a medical model. The Medicaid program provides reimbursement only for health services delivered by a licensed physician, physician's assistant or nurse practitioner. The only exceptions are the therapeutic visit available to Designated AIDS Centers and HIV counseling and testing, which may be provided by a trained counselor under the supervision of a physician. Mental health services are reimbursable only when provided by a clinical psychologist or a psychiatrist. As of November 1, 2003, Medicaid will also reimburse individual psychotherapy services provided by licensed clinical social workers in Federally Qualified Health Centers

(FQHCs). In general, visits provided by nurses, nutritionists, social workers, health educators are not reimbursable.

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

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

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

Uncovered Services

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

- Targeted outreach to bring HIV-positive individuals into care;
- Treatment education and adherence monitoring;

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

- Case management;
- Comprehensive social work services;
- Nutritional services;
- Risk reduction for positives;
- Partner counseling and assistance;
- Mental health services provided by a counselor other than a clinical psychologist, a psychiatrist or a licensed clinical social worker working in a Federally Qualified Health Center.

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

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

Mobile Medical Units

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

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

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

AIDS Institute Ryan White Revenue Policy - Article 28 Facilities

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

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

- When necessary to ensure full coverage of services for persons with HIV, revenues from both state and Ryan White funding streams will be used to support grant-funded programs.

- Ryan White funding will be used to support members of the multidisciplinary team who provide services not covered by Medicaid and ADAP Plus (see above).

- Ryan White funding may be used to support up to 20 percent of a clinician's time for program development and direction, quality improvement, education and training, provision of adherence and risk-reduction services and case conferencing with other members of the multi-disciplinary team. The 20 percent limit does not apply to clinicians whose job description is primarily programmatic. The budget should reflect the revenue generated by the clinician as an in-kind contribution to the program.

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

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

Analysis

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

OMH licenses programs, not individuals, to provide services. OMH uses a wide band of disciplines to provide services. Staffing patterns are determined by a mix of professional and para-professional staff to adequately serve the client population. Professionals include certified rehabilitation counselors, registered nurses, social workers, psychologists and psychiatrists. (The staffing requirements for mental health services are listed in OMH's "Operation of Outpatient Programs," 14 NYCRR 587.4(d).) All assessment, treatment planning and treatment must

either be provided by licensed professional staff or supervised by such staff when services are provided by para-professionals. All clients must receive psychiatric oversight as evidenced by the review and signature of a psychiatrist on their treatment plans. Clearly, all professionals must practice within the scope of their license or discipline.

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

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

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

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

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

- AI funding may be used to support same-day clinic visits (for example, a patient has individual and group therapy, and psychopharmacology visit). Medicaid or ADAP Plus must be billed for one visit, and Ryan White funds may support the costs associated with additional visits on the same day. The provider will be required to submit information to the AI that will allow validation of billing dates with either Medicaid or ADAP.

- AI funding may be used to respond to capacity needs and expedite appropriate and timely referrals for psychiatric services (to clear waiting lists). Funding will be used to provide services to HIV-positive clients on waiting lists, so they will be assessed immediately.

- In addition, AI funding may be used for the following mental health services:

  – To subsidize the cost of staff not reimbursed as part of the facility's Medicaid or ADAP Plus rate;

  – To assess clients for treatment adherence and risk behavior and provide them with assistance in improving adherence and reducing risk behavior;

- To coordinate services with HIV, medical, mental health and social service providers, community agencies and others; and

- To travel to remote locations with limited services (home visits). This is an infrequent service need, but it is important for programs designed for rural and other hard-to-reach populations.