

RFA #10-0005 / FAU # 1102100248

New York State Department of Health
AIDS Institute Office of the Medical Director
and
Health Research, Inc.

Request for Applications

HIV/Sexually Transmitted Infections/Viral Hepatitis
Training Services

KEY DATES

RFA Release Date:	May 11, 2011
Questions Due:	May 25, 2011
RFA Updates and Questions & Answers Posted:	June 8, 2011
Applications Due:	June 22, 2011

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**New York State Department of Health AIDS Institute
and
Health Research, Inc. (HRI)
Request for Applications # 10-0005: FAU #1102100248
HIV/Sexually Transmitted Infections/Viral Hepatitis Training Services**

I. Introduction

A. Description of Program

HIV Education and Training Programs of the Office of the Medical Director, AIDS Institute, New York State Department of Health (NYSDOH) and Health Research Inc. is responsible for coordinating training activities to support the effectiveness of non-physician health and human services providers and public health staff in providing a range of services related to HIV, sexually transmitted infections (STIs) and viral hepatitis. In accordance with the Centers for Disease Control and Prevention's (CDC) guidance regarding Program Collaboration and Service Integration, this program will support the provision of professional training interventions that address the intersection of HIV, STIs and viral hepatitis and the importance of providing integrated client-centered services whenever this is feasible. Training programs will enhance the capacity of the target audience to deliver primary, secondary and tertiary prevention interventions, outreach, counseling, testing, referral to care, partner services, case management, health care and supportive services as they relate to HIV, STIs and viral hepatitis.

B. Background /Intent

The purpose of this Request for Applications (RFA) is to identify a pool of qualified training contractors to deliver an array of training and educational interventions throughout the state. Training and educational interventions may include, but are not necessarily limited to, the following: delivery of training programs using established NYSDOH training curricula; delivery of training programs based on NYSDOH training curricula but tailored for a particular audience; development of new training programs in response to unique regional needs or changes in the epidemics; delivery of trainings related to the CDC's Diffusion of Effective Behavioral Interventions (DEBI) initiative; development of training curricula at the request of the NYSDOH; coordination of regional or statewide conferences or seminars; development and delivery of job training curricula; provision of individual agency-specific technical assistance; and use of distance learning technologies such as live webinars, archived webinars, web-based training and other emerging distance learning technologies.

C. Overall Goals of Training Initiatives

The goal of this initiative is to prepare non-physician health and human services providers and the public health workforce to effectively address HIV, STIs and viral hepatitis in the course of their work. As a result of this training initiative, non-physician health and human services providers throughout New York State will:

1. improve their knowledge of critical issues in HIV, STIs and viral hepatitis;

2. increase their awareness of the intersection of HIV, STIs and viral hepatitis;
3. increase their capacity to offer integrated HIV, STI, and viral hepatitis services;
4. identify strategies to promote effective collaboration between support services providers and clinical providers with a focus on facilitating linkages to care, promoting retention in care and improving patient health outcomes;
5. increase their awareness of the New York State HIV Clinical Guidelines and ensure that support services are consistent with the intent of these clinical guidelines;
6. increase skills in a variety of job specific tasks/functions/responsibilities;
7. build skills in implementing evidence based interventions;
8. increase their ability to provide non-judgmental and compassionate services;
9. increase their knowledge of how HIV, STIs and viral hepatitis affect individuals throughout the life cycle;
10. improve their ability to provide culturally-relevant services to all clients, including clients who are: gay, lesbian, bi-sexual or transgendered; MSM; from underserved communities; youth; mature adults; substance users; formerly incarcerated; from communities of color; limited in English proficiency; limited in health literacy skills; and,
11. improve their ability to evaluate the services they offer.

In order to meet these goals, the AIDS Institute is seeking to identify a pool of qualified training contractors with expertise in HIV, STIs and viral hepatitis staff development, curriculum development, training and adult education. Funded applicants are expected to remain abreast of the latest clinical guidelines for the care and treatment of HIV/AIDS and must coordinate training activities with each other, AIDS Institute funded Clinical Education Initiative sites, federally funded regional AIDS Education and Training Center sites, and with other federally funded training initiatives including the CDC Prevention Training Centers, HRSA's Title X Training Centers and SAMSHA's Addiction Technology Transfer Centers.

Under this RFA, the AIDS Institute seeks to develop the following two components:

COMPONENT A: Regional Training Centers – Regional Training Centers will be responsible for delivering in-person trainings and live webinar-based training programs on an array of topics related to HIV, STIs and viral hepatitis in a specifically defined region of the state. The AIDS Institute anticipates contracting with eight organizations to serve as Regional Training Centers. Each applicant under this component should be prepared to deliver trainings throughout the region for which they are applying. Delivery of live webinars may be used to ensure access to training throughout the region and this is especially encouraged for the large upstate regions. For the definition of regions, please see page 10.

COMPONENT B1: Centers of Expertise in Specific Topic Areas – These Centers of Expertise will develop training curricula and deliver in-person and live webinar trainings in specialized topic areas. Centers of Expertise must offer trainings statewide with the specific locations for in-person training determined in concert with the AIDS Institute. Pending availability of funds, Centers of Expertise will be established in the following topic-specific areas:

- HIV/AIDS Case Management

- Aging and HIV, STIs, Viral Hepatitis
- Managing Patients with Co-occurring Disorders of Substance Use, Mental Health and Trauma
- Sexual Health and Gender Identity

COMPONENT B2: Center of Expertise in On-Line Training: This Training Center will assist the AIDS Institute with a variety of issues related to expanding the use of distance learning technologies to provide HIV/STI and viral hepatitis training to non-physician health and human services providers. The Center of Expertise in On-Line Training will be responsible for translating selected AIDS Institute training curricula into interactive on-line trainings, providing technical assistance to the AIDS Institute’s panel of funded training centers as they develop webinar-based trainings and will work with the AIDS Institute and the DOH Learning Management System to archive selected webinars.

II. Available Funding

A total of \$1,199,581 is anticipated to support training initiatives, including \$619,581 in State funds and \$580,000 in Federal funds administered by Health Research Inc. (HRI). The NYSDOH and HRI reserve the right to revise the award amounts as necessary due to changes in availability of funding.

Component A: Regional Training Centers

Below is a table outlining training regions for the Regional Training Center component of this RFA. The table also identifies the anticipated number of awards per region and total funding per region. The total awards per region was determined based on available resources and several sources of data including: HIV/AIDS rates; Community Need Index; and past training attendance.

Region	Awards Per Region	Total Funding Per Region
Downstate Regions		
New York City, including the five boroughs	2	\$240,000 2 awards at \$120,000 each
Mid-Hudson	1	\$85,000
Long Island	1	\$75,000
Upstate Regions		
Capital and North Country	1	\$72,081
Central and Southern Tier	1	\$72,500
Finger Lakes	1	\$72,500
Western	1	\$75,000

Component B1: Centers of Expertise in Specific Topic Areas and Component B2: Center of Expertise in On-Line Training

Below is a table outlining the Training Centers of Expertise to be funded under this initiative. The table also outlines the anticipated number of awards and total funding per topic. Topic-specific Centers of Expertise will be responsible for developing specialized trainings in the topic area and delivering trainings statewide. Topic-Specific Centers of Expertise will offer a mix of in-person trainings in densely populated areas of the state and live webinars to ensure that health and human services providers in all areas of the state have access to training. The Center of Expertise in On-Line Training will assist the AIDS Institute with a variety of issues related to expanding the use of distance learning technologies to provide HIV/STI and viral hepatitis training to non-physician health and human services providers.

Component B1: Topic-Specific Centers of Expertise (#1-4)			
	Topic-Specific Centers of Expertise (#1-4)	Awards Per Region	Total Funding Per Topic
1	HIV/AIDS Case Management	2	\$200,000 2 awards at \$100,000 each
2	Aging and HIV, STIs, Viral Hepatitis	1	\$72,500
3	Managing Patients with Co-Occurring Disorders of Substance Use, Mental Health and Trauma	1	\$72,500
4	Sexual Health and Gender Identity	1	\$72,500
Component B2: On-Line Training Center			
5	On-Line Training Center	1	\$90,000

III. Who May Apply

A. Applicant Eligibility Requirements

All components: Local health departments, non-profit community-based organizations, academic institutions, hospitals and private non-profit training organizations with a minimum of three years of experience delivering training or technical assistance in the area of HIV, STIs and viral hepatitis are eligible to apply.

Applicants for Component B1: Topic-specific Centers of Expertise Only: Applicants for topic-specific Centers of Expertise must have a demonstrated track record, which must include one or more of the following: journal publications, conference presentations, experience developing and delivering direct service model programs in the topic area or a history of developing and delivering training in the topic area.

Applicants for Component B2: On-Line Training Center Only: Applicants for the On-Line Training must have at least 3 years experience developing and delivering on-line training, live webinars and archived webinars. The On-Line training center must also have at least three years of demonstrated experience developing and delivering professional training in the area of HIV,

STIs and viral hepatitis.

B. Preference Factors

All components:

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.
- Demonstrate that at least one staff person on the training team reflects the diversity of the providers being trained and the target communities receiving direct services in the region *AND* has at least two years of experience in the field of HIV, STI or viral hepatitis training.

IV. Project Narrative/Work Plan Outcomes

A. Expectations of the Project: Component A – Regional Training Centers

The AIDS Institute has been offering training to non-physician health and human services providers and public health staff throughout New York State since 1986. In 2009, HIV Education and Training Programs Regional Training Centers trained over 8,000 non-physician health and human services providers. New York State DOH approved training curricula or training outlines have been developed or will be developed in the following general topic areas:

- Sex, Gender and HIV/STIs
- Addressing Sexual Risk with Drug Users and Their Partners
- Promoting Primary Care and Treatment Adherence for HIV Positive Individuals
- HIV and Viral Hepatitis
- Enhanced Outreach
- Behavioral Counseling
- Case Management
- Harm Reduction
- HIV Counseling, Testing, Referral and Partner Notification
- Domestic Violence
- Ensuring Appropriate Mental Health Referrals
- Stigma and discriminations
- Health care reform
- Other topics, visit DOH website -
<http://www.health.ny.gov/diseases/aids/training/index.htm>

In conjunction with the AIDS Institute, Training Centers informally assess training needs in their regions through active and on-going participation on relevant HIV task forces, community planning bodies and on-going dialogue with providers. Additional training curricula are developed by the AIDS Institute, the Regional Training Centers, or Centers of Expertise on an as needed basis.

Under the guidance of the AIDS Institute, Regional Training Centers will:

- Deliver a mix of in-person trainings and live webinar-based trainings related to HIV, STIs and viral hepatitis throughout the identified region;
- Develop regional training calendars based on informal needs assessment at the regional level and guidance from the AIDS Institute;
- Coordinate delivery of trainings with the AIDS Institute's Clinical Education Initiative, AIDS Education and Training Centers and other entities that offer related trainings;
- Post information about the initiative, training calendars and other promotional information on the applicant's web site;
- Create and implement a marketing plan using all appropriate media to promote trainings on a regional basis;
- Provide training and technical assistance to local health departments;
- Provide on-site technical assistance to DOH funded providers as directed by the AIDS Institute;
- Interface with the New York State Department of Health's centralized, internet-based Learning Management System to conduct training registration activities, send confirmation letters and provide letters of attendance to all training participants;
- Develop new training curricula on an as-needed basis;
- Tailor training delivery to meet the unique needs of the training audience; and
- Provide training staff that are representative of the target audience, well versed in the latest New York State HIV Clinical Guidelines and well informed about new developments in the field.

Contractors will provide qualified administrators, clerical staff, trainers and approved consultants to perform contract related activities. Below are program standards for these positions. Applicants with the following will be best prepared to successfully administer training programs:

- Program Manager – Master's degree and five years of professional administrative level experience in a public health or human services related field providing programmatic and fiscal oversight activities, including at least three years of experience overseeing professional training programs. An effective program manager will have experience in training, coordinating activities with community-based and governmental organizations, program development and implementation, evaluation of training programs and have excellent interpersonal skills.
- Lead Trainer – Master's degree and at least three years of professional training in the fields of HIV, STIs or viral hepatitis. Five years of training experience and a bachelor's degree may substitute for a Master's degree. The Program Manager and Lead Trainer may be the same person.
- Trainers and consultants – the minimum standard is a Bachelor's degree, demonstrated training skills and appropriate experience and qualifications in the topics they will train.
- Regional Training Centers should demonstrate access to a pool of consultants with expertise in the diverse topic areas in which these Training Centers are expected to provide training.

- Resumes and credentials of staff and consultants are subject to approval by the AIDS Institute. All appropriate staff and consultants will attend and successfully complete train-the trainer programs provided by the AIDS Institute or an approved contractor. Consultants and staff hired by the contractor during the course of the contract must be trained by the contractor.
- The AIDS Institute will be responsible for providing a course outline and/or training manual for each training program offered by Regional Training Centers. Regional Training Centers should be prepared to print approximately 30 pages of handouts per participant, per training. Centers of Expertise are responsible for printing training manuals, handouts and other materials used during the training.
- Regional training centers are expected to create a training environment reflective of the diverse population of providers being training and the communities they serve. To accomplish this, training centers are expected to display posters and other images showing diversity with regards to race, ethnicity, age and people with disabilities. Regional training centers are also expected to display Safe Zone statements indicating the center is a safe environment for gay, lesbian, bi-sexual and transgendered people.
- Applicants seeking to serve as a Regional Training Center should be prepared to deliver a mix of trainings and live webinars to ensure access to trainings for health and human services providers throughout their designated region. Upstate Training Centers are especially encouraged to use live webinars as a mechanism for expanding access to trainings. Applicants should carefully review the following list of counties to be included in each defined region and should be prepared to offer training to meet the needs of health and human services providers in every county included in the defined region.

Capital & North Country - Albany, Greene, Columbia, Rensselaer, Schoharie, Schenectady, Saratoga, Fulton, Essex, Montgomery, Hamilton, Franklin, Clinton, Warren, Washington

Mid-Hudson - Ulster, Sullivan, Dutchess, Orange, Putnam, Rockland, Westchester

Long Island - Suffolk, Nassau

NYC, including the five boroughs - Bronx, New York, Queens, Kings, Richmond

Finger Lakes - Steuben, Schuyler, Yates, Seneca, Ontario, Livingston, Monroe, Wayne

Southern Tier & Central - St. Lawrence, Jefferson, Lewis, Oswego, Oneida, Herkimer, Onondaga, Madison, Cayuga, Chemung, Tioga, Broome, Tompkins, Delaware, Cortland, Chenango, Otsego

Western - Niagara, Orleans, Genesee, Erie, Wyoming, Chautauqua, Cattaraugus, Allegany

B. Expectations of the Project: Component B1 – Centers of Expertise

In 2000, HIV Education and Training Programs began administering Training Centers of Expertise in several specific topic areas. In 2009, these Centers of Expertise trained over 2,000 non-physician health and human services providers. Centers of Expertise are organizations with considerable demonstrated experience in the specific topic area. As noted previously, the specific topic areas are as follows:

- HIV/AIDS Case Management
- Aging and HIV, STIs and Viral Hepatitis
- Managing Patients with Co-occurring Disorders of Substance Use, Mental Health and Trauma
- Sexual Health and Gender Identity

For additional background on each of these Centers of Expertise, see Attachment 2.

The role of the topic-specific Centers of Expertise is to translate the latest findings, research and practice in their specific area into skills-building trainings to help further the capacity of non-physician health and human services providers to deliver prevention, support services, case management, and health care to persons living with or at risk of HIV, STIs or viral hepatitis.

Under the guidance of the AIDS Institute, the topic-specific Centers of Expertise will:

- Keep abreast of the latest developments in their specific topic area;
- Develop new training programs to translate these latest developments into skills-building trainings for providers involved in the spectrum of HIV, STIs and viral hepatitis prevention, care and support services;
- Deliver a mix of in-person trainings and live webinar-based trainings to ensure adequate access to training in every region of the state;
- Post information about the initiative, training calendars and other promotional information on the applicants' web site;
- Coordinate delivery of trainings with the AIDS Institute's Clinical Education Initiative, AIDS Education and Training Centers and other entities that offer related trainings;
- Create and implement a marketing plan using all appropriate media to promote trainings;
- Work with the on-line training center to archive a selection of the webinars delivered by the Center of Expertise;
- Interface with the New York State Department of Health's centralized, internet based Learning Management System to conduct training registration activities, send confirmation letters and provide letters of attendance to all training participants;
- Provide on-site technical assistance to DOH funded providers as directed by the AIDS Institute;
- Provide training-of-trainers sessions to prepare selected facilities and training organizations to deliver trainings developed by the Centers of Expertise; and
- Advise the AIDS Institute on incorporating state of the art information into existing HIV, STI and viral hepatitis training programs.

C. Expectations of the Project: Component B2 – On-Line Training Center of Expertise

The AIDS Institute has been working for several years to offer HIV, STI and viral hepatitis

trainings via on-line and distance learning formats. Given the rapid development of distance learning technologies, the growing popularity of webinars and funding restrictions that limit the ability of health and human services providers to travel for trainings, it is essential that the AIDS Institute increase its capacity to offer trainings via distance learning formats.

Under the guidance of the AIDS Institute, the On-Line training center will:

- Advise the AIDS Institute about the latest developments in the field of distance learning;
- Work with the AIDS Institute to translate existing training curricula into interactive distance learning trainings that keep participants engaged in the learning process and meet the intended goals and objectives of the training;
- Provide technical assistance to Regional Training Centers and Centers of Expertise as they translate training curricula for delivery as a live webinar and assist these Training Centers with technical issues as they offer their initial live webinar trainings;
- Work with the AIDS Institute, Regional Training Centers and Centers of Expertise to archive selected webinars on the DOH Learning Management System;
- Coordinate activities with the AIDS Institute's Clinical Education Initiative, AIDS Education and Training Centers and other entities that offer related trainings; and
- Assist the AIDS Institute with a variety of program and policy issues related to the increasing use of distance learning technology, for example: determining the cost effectiveness of different types of distance learning technologies; evaluating participant satisfaction with the distance learning experiences; data collection; quality assurance for distance learning programs and other issues that may come up in the process of implementation.
- Post information about the initiative, training calendars and other promotional information on the applicants' web site; and
- Create and implement a marketing plan using all appropriate media to promote the on-line training center.

Contractors will provide qualified administrators, clerical staff, trainers and approved consultants to perform contract related activities. Below are program standards for these positions. Applicants with the following will be best prepared to successfully administer training programs:

- Program Manager – Master's degree and five years of professional administrative level experience in a public health or human services related field providing programmatic and fiscal oversight activities with at least three years of experience overseeing professional training programs. An effective program manager will have experience in training, coordinating activities with community-based and governmental organizations, program development and implementation, evaluation of training programs and have excellent interpersonal skills.

- Lead Trainer/ Curriculum Developer – Master’s degree and at least three years of professional training and curriculum development in the fields of HIV, STIs or viral hepatitis. Five years of training experience and curriculum development and a bachelor’s degree may substitute for a Master’s degree. The Program Manager and Lead Trainer/Curriculum Developer may be the same person.
- Trainers and consultants – the minimum standard is a Bachelor’s degree, demonstrated training skills and appropriate experience and qualifications in the topics they will train.
- Resumes and credentials of staff and consultants are subject to approval by the AIDS Institute.
- Centers of Expertise are responsible for printing needed training manuals and handouts.
- Regional training centers are expected to create a training environment reflective of the diverse population of providers being training and the communities they serve. To accomplish this, training centers are expected to display posters and other images showing diversity with regards to race, ethnicity, age and people with disabilities. Regional training centers are also expected to display Safe Zone statements indicating that the training space is a safe environment for gay, lesbian, bi-sexual and transgendered people.

V. Administrative Requirements

A. Issuing Agencies

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

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Richard Cotroneo, Director

NYS Department of Health AIDS Institute

Room 244, Corning Tower

Empire State Plaza

Albany, New York 12237-0658

E-mail at hivet@health.state.ny.us.

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Questions related to formatting or other minor details related to preparation of the application may also be addressed in writing at the addresses noted above or via telephone by calling Richard Cotroneo at 518-474-3045.

All questions must be received by May 25, 2011.

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

This RFA has been posted on the NYSDOH public website at: <http://www.health.ny.gov/funding> and on the HRI website at <http://www.healthresearch.org/funding>. Responses to written questions and any updates/modifications to this RFA will be posted on the both websites by June 8, 2011.

C. Applicant Conference and Letter of Interest

An applicant conference will not be held for this solicitation. A Letter of Interest will not be used as part of the application process for this project.

D. How to File an Application

An original application, signed by the Chief Executive Officer of the organization, and ten copies **must be received** at the following address by 5:00 PM on June 22, 2011. Late applications will not be accepted*.

Valerie J. White
Director, Administration & Contract Management
New York State Department of Health AIDS Institute
ESP, Corning Tower, Room 359
Albany, New York 12237-0658

Applications will **not** be accepted via fax or e-mail.

* 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.

E. The Department of Health/HRI reserve the right to:

1. Reject any and all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department/HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, expertise, 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 contracts based on geographic or regional considerations to serve the best interests of the State or HRI.

F. Term of Contract

Any contracts resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller or Health Research, Inc.

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

G. Payment and Reporting Requirements

1. The State (NYSDOH) and HRI may, at their discretion, make an advance payment to not-for-profit contractors. This amount is not to exceed twenty-five (25) percent for the State and twenty (20) percent for HRI.
2. The contractor shall submit monthly invoices and required reports of expenditures to the State's/HRI's designated payment office:

AIDS Institute
Office of the Medical Director
HIV Education and Training Programs
New York State Department of Health AIDS Institute
ESP, Corning Tower, Room 244
Albany, New York 12237-0658

For State contracts, contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers

submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

3. All funded applicants will be required to collect data and participate in evaluation of training and/or training related activities. At a minimum, each month, funded applicants will be required to provide the following:
 - Narrative description of the program's progress in relation to its objectives, major or significant accomplishments achieved during the reporting period and any problems encountered and plans to address noted problems.
 - Electronically reported statistical data extracts of those served including participant demographic information. In addition, when requested, participant satisfaction assessments will be provided to the AIDS Institute. Contractors will also be required to participate in a collaborative process with the AIDS Institute to assess outcome of training and/or training related activities.

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

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that State agencies award contracts only to responsible vendors. Vendors are invited to file the required **Vendor Responsibility Questionnaire** online via the New York State VendRep System. 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 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. Applicants should also complete and submit Attachment 9 (Vendor Responsibility Attestation).

I. General Specifications

1. By signing the "Letter of Authorization/Intent from Board of Directors or CEO" (Attachment 7) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State/HRI, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the NYSDOH/HRI during the Question and Answer Phase (Section V, 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 shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department/HRI 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/HRI, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller/HRI.

J. Appendices Included in DOH/HRI Contracts

The following will be incorporated as appendices into any State contract(s) resulting from this Request for Application (Attachment 1).

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses for all Department of Health contracts
APPENDIX A-2	Standard Clauses for all AIDS Institute Contracts
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Work plan
APPENDIX E	Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for: <ul style="list-style-type: none"> 1. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1: <ul style="list-style-type: none"> ~ 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. 2. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2: <ul style="list-style-type: none"> ~ 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.
APPENDIX F	AIDS Institute Policy/Access to and Disclosure of Personal Health Related Information

APPENDIX G Notifications

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 your agency receive an award.

The following will be incorporated as an attachment into any HRI contract(s) resulting from this Request for Application (Attachment 1):

ATTACHMENT A General Terms and Contracts – Health Research, Incorporated Contracts

ATTACHMENT B Program Specific Clauses – AIDS Institute

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

ATTACHMENT D AIDS Institute Policy, Access to and Disclosure of Personal Health Related Information

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

VI. Completing the Application

A. Application Content and Format

Applications should not exceed 20 double-spaced pages (excluding the budget, budget justification, and all attachments), using a 12-pitch font with one-inch margins on all sides. Recommended page limits for each section are indicated. Pages should be numbered consecutively, including all attachments. **Up to five points may be deducted for applications that do not comply with these submission requirements.**

Applicants should provide a response to all questions and statements in each section listed below. **Number and letter the narrative response to correspond to each question or statement and all elements within the question in the order presented in each section.** Include a budget that is reflective of service delivery. An Application Checklist (Attachment 3) has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application.

A separate and complete application must be submitted for each component of the RFA for which you are applying. In addition:

- **If an applicant is applying to serve as a Regional Training Center in more than one region, a separate application must be submitted for each region.**

- **If an applicant is applying to serve as a Center of Expertise in more than one topic area, the applicant must submit a separate application for each topic area.**

Section I Agency Description and Mission (2 pages)

(10 points)

ALL COMPONENTS

Provide a description of your organization that includes the following:

- A. Size of organization
- B. Organizational structure
- C. Overall mission of the organization and scope of services offered
- D. Current funding for HIV, STI or viral hepatitis services
- E. Current funding for training
- F. Expertise of any proposed subcontractor or consultants

Section II Agency Capability and Experience (8 pages)

(20 points)

PART #1: ALL COMPONENTS

(2 points)

Preference factor: 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

PART #2: COMPONENT A - Regional Training Centers

(18 points)

Describe your organization's capability and experience in the following areas:

- A. training non-physician health and human services providers, including; prevention specialists, outreach workers, nurses, health educators, case managers, case management technicians, peer educators, drug treatment counselors, public health workers, mental health counselors, domestic violence counselors, and others;
- B. training health and human services providers on the knowledge, skills and sensitivity needed to deliver culturally-relevant, non-judgmental and compassionate care to diverse populations, including: gay, lesbian, bi-sexual and transgender individuals, communities of color, underserved populations, recovering substance users, formerly incarcerated persons, youth, and mature adults;
- C. training health and human services providers on the intersection of HIV, STIs and viral hepatitis and the importance of service integration;

- D. training support services providers on strategies for effectively collaborating with clinical providers to facilitate linkages to health care, promote patient retention and improve patient health outcomes;
- E. providing training which translates complex medical care, NYS HIV clinical guidelines and treatment protocols into terms non-physician health and human services providers can understand;
- F. training health and human services providers on strategies and resources to enhance services for persons who have limited health literacy or limited English proficiency;
- G. training health and human services providers on the implementation of evidence-based interventions;
- H. providing training that addresses how HIV, STI and viral hepatitis affect individuals throughout the human life cycle;
 - I. training health and human services providers to implement NYS law, policy or regulations related to HIV, STIs and viral hepatitis;
 - J. providing HIV, STI and viral hepatitis training and technical assistance to local health departments;
- K. providing tailored on-site technical assistance to DOH funded contractors;
- L. providing a range of training interventions including in-person trainings, seminars and conferences, live webinar-based trainings and other distance learning technologies;
- M. assessing regional training needs of a diverse array of health and human services providers;
- N. developing training materials for non-physician health and human services providers including trainer manuals, participant manuals, slides, handout materials, interactive exercises, role plays, values clarification activities and other educational activities consistent with adult learning principles;
- O. evaluating individual training deliveries and training initiatives as a whole.

Part #2: COMPONENT B1 - Topic-Specific Centers of Expertise

(18 points)

Describe your organization's capability and experience in the following areas:

- A. serving as a Center of Expertise in the specific topic area of choice;
- B. history of publications, journal articles, conference presentations and implementation of direct service model programs in the topic area;
- C. developing and implementing innovative in-person, on-line or live webinar based trainings in the designated topic area;
- D. developing training materials in the topic area for non-physician health and human services providers including trainer manuals, participant manuals, slides, handout materials, interactive exercises, role plays, values clarification activities and other educational activities consistent with adult learning principles;
- E. delivering training/technical assistance programs to non-physician health and human services providers in the specific topic area;
- F. working collaboratively with representatives of the targeted training audience to assess training needs, develop, review and fine-tune training programs;
- G. evaluating individual training deliveries and training initiatives as a whole;
- H. developing, delivering and evaluating training of trainers programs;
- I. delivering training to providers serving high risk populations and/or communities of color.

Part #2: COMPONENT B2- On-Line Training Center of Expertise

(18 points)

Describe your organization's capability and experience in the following areas:

- A. serving as a Center of Expertise in On-Line training;
- B. developing and delivering on-line training, live webinars and archived webinars;
- C. translating existing in-person trainings into an on-line format;
- D. assisting other training entities with producing and archiving webinar-based trainings;
- E. providing technical assistance or mentoring on distance learning technology issues to federal, state, local or non-profit organizations working collaboratively with representatives of the targeted training audience to assess training needs, develop, review and fine-tune training programs;
- F. working collaboratively with representatives of the targeted training audience to assess training needs, develop, review and fine-tune training programs.
- G. evaluating individual training deliveries and training initiatives as a whole;
- H. delivering training to providers serving high risk populations and/or communities of color.

Section III Training Delivery and Logistics (4 pages)

(15 points)

ALL COMPONENTS

Describe activities your organization would undertake to accomplish the following objectives:

- A. develop semi-annual training calendars;
- B. provide adequate access to in-person and webinar-based trainings for health and human services providers throughout the designated region (for regional training centers) or statewide (for topic-specific centers of expertise);
- C. develop a marketing plan which uses all appropriate media to promote in-person and webinar-based training programs on a regional or statewide basis;
- D. promote trainings to AIDS Institute-funded organizations, minority-run CBOs and others serving high risk communities;
- E. interface with the New York State Department of Health's centralized, internet based Learning Management System to conduct training registration activities, send confirmation letters and provide letters of attendance to all training participants;
- F. provide handicapped accessible in-person or on-line trainings that are conducive to adult learning and in compliance with the Americans with Disabilities Act.

Section IV Workplan(not counted in page total)

(15 points)

ALL COMPONENTS

All applicants should complete the Workplan Overview Sheet (Attachment 5) for the component under which you are seeking funding. Use the worksheet to describe the specific training deliverables your organization would provide using the available funds.

Section V Staffing Pattern and Qualifications (3 pages) (10 points)

PART #1: ALL COMPONENTS (3 points)

Preference factor: Demonstrate that at least one staff person on the training team reflects the diversity of the providers being trained and the target communities receiving direct services in the region *AND* has at least two years of experience in the field of HIV, STI or viral hepatitis training.

PART #2: ALL COMPONENTS (7 points)

Describe the staffing pattern your organization would put in place to implement *all activities being requested for funding*. Applicants should attach all staff and consultant resumes as an appendix and include an organizational and program level chart. Note: Centers of Expertise should provide a detailed description of staff knowledge, sensitivity and work experience specific to the Center of Expertise topic area.

Briefly describe the following:

- A. responsibilities of each staff person or consultant(s);
- B. strengths of existing staff in terms of:
 - 1. years active in the field of HIV, STI or viral hepatitis.
 - 2. program administration, management skills, fiscal processing and related experience.
 - 3. years of experience providing HIV, STI or viral hepatitis training.
 - 4. experience with curriculum development.
 - 5. relevant work/professional experience and educational background.
 - 6. specific areas of expertise.
 - 7. extent to which training staff reflect the diversity of the providers being trained and the target communities receiving direct services in the region.
- C. activities your organization would take to recruit new staff;
- D. activities your organization would take to assure availability of qualified staff;
- E. activities your organization would take to assure that training staff remain abreast of new developments in the field of HIV, STIs and viral hepatitis.
- F. describe activities your organization would take to:
 - 1. ensure access to a pool of consultants with expertise in all training topic areas.
 - 2. prepare, support, supervise and evaluate training consultants.
 - 3. recruit new training consultants on emerging topics as needed.

Section VI Evaluation Component (3 pages) (10 points)

ALL COMPONENTS

The AIDS Institute expects funded Training Centers to conduct formal quality improvement projects to evaluate the proposed program design including issues pertaining to agency infrastructure, resources, staff development and staffing patterns needed to support the proposed program. Funded agencies will receive training evaluation forms to be completed by all

participants and should have an internal process established for reviewing evaluation forms and reporting results to the AIDS Institute.

Describe activities your organization would take to:

- A. ensure evaluation plans are built on a model of continuous quality improvement and reflect the spirit of a PDSA model (plan, do, study, act) -- PLAN: plan ahead for change, analyze and predict the results; DO: execute the plan, taking small steps in controlled circumstances; STUDY: check, study the results; and ACT: take action to standardize or improve the process;
- B. establish training quality indicators that address program and fiscal management, marketing, training logistics and the overall roles and responsibilities of trainers and consultants including training skills such as: presentation skills, group processing, interpersonal skills, communication, cultural sensitivity;
- C. establish a continuous quality improvement plan to assist your agency with on-going quality improvement activities in order to: deliver an effective and quality training, provide an opportunity for staff to evaluate/assess delivered trainings, review infrastructure, resources, staff development opportunities and staffing pattern needed to support the training initiative.

Section VII Budget and Justification (not counted in page total) (20 points)

ALL COMPONENTS

- A. Complete all attached budget forms. **Assume a twelve (12) month budget.** Complete **Attachment 6 (Budget Forms)**.
- B. Awards for successful applicants will range from \$72,081 to \$240,000 (depending on region) for Component A-Regional Training Centers and \$72,500 to \$200,000 (depending on topic area) for Component B1-Centers of Expertise and Component B2-On-Line Training Center. Do not exceed the maximum amount for the specific component for which you are applying.
- C. All costs must directly relate to the provision of this RFA and be consistent with the scope of services, reasonable and cost effective. Provide a brief narrative justification for each item.
- D. List all proposed staffing for the project in the budget. Specify the source of financial support for each staff item. Include in the **Budget Justification** staff responsibilities in carrying out the proposed activities, and how in-kind personnel and non-personnel services provide support to the proposed program. For all existing staff, the **Budget Justification** must delineate how the percentage of time devoted to this initiative has been determined.
- E. Allowable costs are those specifically incurred for the implementation of the proposed program through the provision of new or expanded services. This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities. 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.

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

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

Section VIII Attachments to be submitted with the Application

ALL COMPONENTS

Please complete and attach the following materials to the original and each copy of your application:

- Application Check List (Attachment 3)
- Application Cover Page (Attachment 4)
- Workplan Overview Sheet (Attachment 5)
- Budget Narrative and Forms (Attachment 6)
- Letter of Authorization/Intent from Board of Directors or CEO (Attachment 7)
- Listing of Board of Directors/Task Force members (Attachment 8)
- Vendor Responsibility Attestation (Attachment 9)
- Resumes of all staff/consultants to provide training
- Organizational and program level chart

B. Review 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. The AIDS Institute anticipates that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall into one of three categories: 1) approved and funded, 2) approved but not funded, and 3) not approved.

In selecting applications and determining award amounts, reviewers will consider the following factors:

- overall merit of the application;

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

For Component A, awards will be made to the highest scoring applicant in each region. If there are an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI will award the highest scoring applicant(s) that scored in the marginal range (60-69) from that region (remedial actions will be taken due to score). If there are an insufficient number of applicants in the marginal range, AI and HRI will re-solicit this portion of the RFA.

For Component B1, the highest scoring applicant for each specific topic area will be funded. If there are no acceptable applications for a specific topic area, the NYSDOH AI and HRI will award the highest scoring applicant(s) that scored in the marginal range (60-69) from that topic area (remedial actions will be taken due to score). If there are an insufficient number of applicants in the marginal range, AI and HRI will re-solicit this portion of the RFA.

For Component B2, the highest scoring applicant for the On-Line Training Center of Expertise will be funded. If there is not an acceptable application for the On-Line Training Center of Expertise, the NYSDOH and HRI will award the highest scoring applicant(s) that scored in the marginal range (60-69) (remedial actions will be taken due to score). If there is not an applicant scoring in the marginal range, AI and HRI will re-solicit this portion of the RFA.

A visit to an applicant's site may be necessary in cases in which 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 workplan described in the application for funding. In cases in which two or more applicants for funding are judged on the basis of their written applications to be equal in quality, the applicant with the highest score on Section 4-Workplan Overview Sheet – will receive the award.

In the event that additional training activities are needed and funding becomes available, the AIDS Institute may select a contractor from the pool of organizations deemed approved and funded, or approved but not funded. A contractor would be selected based on needed expertise,

availability and proximity to the target audience needing training. If it is determined that the needed expertise is not available among these organizations, the AIDS Institute reserves the right to establish additional competitive solicitations or to award funds on a sole source basis.

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 10**, Ryan White HIV/AIDS Treatment Modernization Act Guidance for Part B Contractors.

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

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address): _____ . NYS COMPTROLLER'S NUMBER: _____

CONTRACTOR (Name and Address): _____ . ORIGINATING AGENCY CODE: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____ . TYPE OF PROGRAM(S) _____

MUNICIPALITY NO. (if applicable): _____ . INITIAL CONTRACT PERIOD _____

CHARITIES REGISTRATION NUMBER: _____ . FROM: _____
____ - ____ - ____ or () EXEMPT: _____ . TO: _____
(If EXEMPT, indicate basis for exemption): _____ . FUNDING AMOUNT FOR INITIAL PERIOD: _____

CONTRACTOR HAS() HAS NOT() TIMELY . MULTI-YEAR TERM (if applicable): _____
FILED WITH THE ATTORNEY GENERAL'S . FROM: _____
CHARITIES BUREAU ALL REQUIRED PERIODIC . TO: _____
OR ANNUAL WRITTEN REPORTS. _____

CONTRACTOR IS() IS NOT() A .
SECTARIAN ENTITY .
CONTRACTOR IS() IS NOT() A .
NOT-FOR-PROFIT ORGANIZATION .

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

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

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

CONTRACTOR

By: _____
(Print Name)

Title: _____

Date: _____

Contract No. _____

STATE AGENCY

By: _____
(Print Name)

Title: _____

Date: _____

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

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

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

- I. Conditions of Agreement
 - A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
 - B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
 - C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
 - D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.
 - E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

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

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

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

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including

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

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

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

- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this

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

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
 7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
 8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
 9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
 10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
 11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
 12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

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

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

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

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

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

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

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

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

- ❶ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ❶ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

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

- ❶ the end of the first <monthly or quarterly> period of this AGREEMENT; or
- ❶ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

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

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

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

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

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

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

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

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

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

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

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

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

II. Progress and Final Reports

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

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

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

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

Appendix G

NOTICES

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

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

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

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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 Section 165 of the State Finance Law, (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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-2

STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

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

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

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

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

11. All such subcontracts shall contain provisions specifying:

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

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

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

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

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

APPENDIX F

AIDS INSTITUTE POLICY

Access to and Disclosure of Personal Health Related Information

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

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

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

7. Employee Training

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

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

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

8. Employee Attestation.

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

Appendix G

NOTICES

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

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

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

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

Authorization for Release of Health Information and Confidential HIV-Related Information*

This form authorizes release of health information including HIV-related information. You may choose to release only your non-HIV health information, only 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 New York 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 health 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 more information regarding federal privacy protection, call the Office for Civil Rights at 1-800-368-1019. You may also contact the NYS Division of Human Rights at 1-888-392-3644.

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

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

Name and address of facility/person disclosing HIV-related 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: _____
Exceptions to the right to revoke consent, if any: _____ _____
Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment, or eligibility for benefits (Note: Federal privacy regulations may restrict some consequences): _____ _____

Please sign below only if you wish to authorize all facilities/persons listed on pages 1,2 (and 3 if used) of this form to share information among and between themselves for the purpose of providing health care and services.	
Signature _____	Date _____

*** This Authorization for Release of Health Information and Confidential HIV-Related Information form is HIPAA compliant. If releasing only non-HIV related health information, you may use this form or another HIPAA-compliant general health release form.**

**Authorization for Release of Health Information
and Confidential HIV-Related Information***

**Complete information for each facility/person to be given general 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 health 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 health 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 City Commission on Human Rights at (212) 306-7500 or the NYS Division of Human Rights at 1-888-392-3644.

My questions about this form have been answered. I know that I do not have to allow release of my health 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 health 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 _____

*** This Authorization for Release of Health Information and Confidential HIV-Related Information form is HIPAA compliant. If releasing only non-HIV related health information, you may use this form or another HIPAA-compliant general health release form.**

**Authorization for Release of Health Information
and Confidential HIV-Related Information***

**Complete information for each facility/person to be given general 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 health 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 health 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 health 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 _____
(SUBJECT OF INFORMATION OR LEGALLY AUTHORIZED REPRESENTATIVE)

Client/Patient Number _____

*** This Authorization for Release of Health Information and Confidential HIV-Related Information form is HIPAA compliant. If releasing only non-HIV related health information, you may use this form or another HIPAA-compliant general health release form.**

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

Departamento de Salud del Estado de Nueva York

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

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

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

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

Mi información relativa al VIH

Ambas (información médica tanto ajena como relativa al VIH)

Mi información médica ajena al VIH**

Complete la información en el siguiente cuadro.

El establecimiento o la persona que divulgue la información debe completar el recuadro que se encuentra a continuación:

Nombre y dirección del establecimiento o profesional que divulga la información médica o relativa al VIH:

Nombre de la persona cuya información será divulgada: _____

Nombre y dirección de la persona que firma este formulario (si difiere de la persona mencionada anteriormente):

Relación con la persona cuya información será divulgada: _____

Describa la información que se ha de divulgar: _____

Motivo de la divulgación: _____

Período durante el cual se autoriza la divulgación de la información Desde: _____ Hasta: _____

Una vez que la información ha sido divulgada, la autorización no podrá ser revocada. Excepciones adicionales al derecho de revocar una autorización, de existirlas: _____

Descripción de las consecuencias que la prohibición de la divulgación puede traer al momento del tratamiento, el pago, la inscripción o la elegibilidad para beneficios (Observaciones: Las reglamentaciones federales sobre privacidad pueden restringir algunas consecuencias):

Todas las instalaciones o personas incluidas en las páginas 1, 2 (y 3 si se la utiliza) de este formulario podrán compartir información entre sí con el propósito de prestar atención y servicios médicos. Firme a continuación para autorizar.

Firma _____ Fecha _____

*Virus de la inmunodeficiencia humana que causa el SIDA

** Si sólo se divulga información médica no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación médica conforme a la HIPAA.

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

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

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

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

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

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

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

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

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

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

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

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

Nombre (en letra de imprenta) _____

Número de paciente o cliente _____

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

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

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

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

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

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

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

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

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

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

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

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

Firma _____ Fecha _____

Número de paciente o cliente _____

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

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

2. Allowable Costs/Contract Amount -

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

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

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

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

3. Administrative, Financial and Audit Regulations –

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

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

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

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

4. Payments -

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

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

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

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

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

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

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

7. Amendments/Budget Changes –

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

8. Insurance -

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

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

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

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

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

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

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

c) The insurance in b) above shall:

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

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

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

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

10. Title -

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

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

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

12. Non-Discrimination -

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

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

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

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

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

14. Site Visits and Reporting Requirements -

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

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

15. Miscellaneous -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B
PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE

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

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

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

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

4. **Confidentiality:**

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

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

5. **Evaluation and Service Coordination**

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

6. **Publication:**

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

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

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

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

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

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

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

Attachment "C"

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

I. Definitions:

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

II. Obligations and Activities of the Business Associate:

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

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

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

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

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

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

IV. Obligations of Covered Program

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

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

V. Permissible Requests by Covered Program

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

VI. Term and Termination

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

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

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

VII. Violations

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

VIII. Miscellaneous

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

ATTACHMENT D

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

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

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

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

7. Employee Training

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

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

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

8. Employee Attestation.

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

ATTACHMENT E

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

Interim Revisions June 1992

1. Basic Principles

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

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

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

Section 2500 Use of Funds:

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

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

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

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

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

2. Program Review Panel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attribution Statement for Grantees' HIV Prevention Messages

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

GENERAL AUDIENCES:

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

SCHOOL SETTINGS:

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

STREET OUTREACH/COMMUNITY SETTINGS:

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

INDIVIDUAL AND GROUP COUNSELING:

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

COMMENTS

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

Background Information on Centers of Expertise

HIV/AIDS Case Management

Case management is an approach that coordinates HIV/AIDS service delivery and attempts to ensure that persons living with HIV/AIDS who have complex, multiple needs receive the services they require in a timely and appropriate fashion. Case management seeks to ensure that needed support services are provided to persons living with HIV/AIDS to facilitate their access to medical care and retention in treatment. HIV case management providers deliver services in a variety of settings (e.g. community based organizations, health centers, hospitals, drug treatment centers and others). The Centers of Expertise in Case Management will be asked to develop and deliver training programs that will help AIDS Institute funded case management providers deliver high quality case management services that promote optimal HIV treatment outcomes.

The AIDS Institute has been offering case management training and technical assistance statewide since the early 1990s through a cadre of training contractors. Training programs have been developed on a variety of case management related topics including but not limited to: implementation of COBRA/Community Follow-Up Programs and grant-funded HIV case management programs, working effectively with families affected by HIV/AIDS, psychosocial issues for women, documentation skills for case managers, building a partnership between clients and case managers, supervision and leadership, working with active substance users, boundaries and counter transference, HIV case management service planning, interdisciplinary case conferencing, working with the New York State child welfare system, and improving case management outcomes related to substance use and HIV/AIDS. For a full listing of case management trainings please go to: <http://www.health.state.ny.us/nysdoh/aids/training.htm>.

The Case Management Center of Expertise will deliver a mix of in-person trainings, technical assistance and live webinars. Throughout the five year period of this solicitation, in person trainings will be offered in densely populated areas including Manhattan, Long Island, Buffalo, Rochester, Syracuse, Albany and Binghamton and webinar technology will be used to expand access throughout the state.

For selected curricula, the training center will be directed by the AIDS Institute to develop comprehensive trainer and participant manuals which include: clearly defined modules with specific goals and objectives; written course content; slides; detailed directions to lead trainers through all course content and activities; well-developed values clarification and skills building activities; and course evaluation tools. As directed by the AIDS Institute, the Center of Expertise will also offer training of trainer programs to prepare regional Training Centers to deliver selected trainings that have been developed by this Center of Expertise.

On-Line Training Center

The On-Line Training Center will be responsible for working with the AIDS Institute to translate selected existing and future AIDS Institute training curricula into interactive on-line trainings. The AIDS Institute currently has several training curricula that it seeks to adapt for the on-line environment. The On-Line Training Center will be expected to have the expertise needed to restructure course content and activities to create a meaningful on-line learning experience that maintains participant interest and meets the intended goals and objectives of the training. In order to perform these tasks, the On-Line Training Center must have a mix of staff with expertise in the technical aspects of developing distance learning trainings as well as content expertise in the fields of HIV, STIs and viral hepatitis.

The interactive on-line trainings supported through this initiative must be developed in a format that is compatible with the NYSDOH Learning Management System (LMS). All distance learning trainings developed under this initiative will be posted on the LMS for easy access for providers. To visit the LMS, go to: <https://www.nylearnsph.com/Public/default.aspx>

Under this solicitation, Regional Training Centers and Centers of Expertise will be expected to deliver live webinars. The On-Line Training Center will be responsible for providing technical assistance and coaching to the AIDS Institute and its Training Centers as they adapt existing curricula for delivery via live webinar. The On-Line Training Center will be responsible for helping Regional Training Centers and Centers of Expertise address technical issues and program issues as they engage in the process of offering their first several webinars. The On-line Training Center will also be responsible for working with the AIDS Institute and its Training Centers to archive a selection of these webinars for future viewing by training participants. Archived webinars will be placed on the NYSDOH Learning Management System.

The increasing use of distance learning has significant implications for the AIDS Institute and all stakeholders involved in developing, delivering or accessing training related to HIV, STIs and viral hepatitis. The On-Line Training Center will assist the AIDS Institute with a variety of program and policy issues related to the increasing application of distance learning technology to meet public health training needs. Key topics that the On-Line Training Center will be asked to assist the AIDS Institute with may include:

- determining the cost effectiveness of different types of distance learning technologies;
- evaluating participant satisfaction with the distance learning experience;
- addressing challenges in the area of data collection and tracking;
- developing quality assurance measures and tools for distance learning programs;
- defining the scope and limits of the use of distance learning technology for training providers on sensitive topics.

Aging and HIV, STIs, Viral Hepatitis

The most recent New York State epidemiological data indicate there are approximately 47,000 people over the age of 50 living with HIV/AIDS in the state, the great majority of who are African American and Hispanic. Trends from 2002 to 2008 indicate a 67% increase in those aged 50-59 (from 20,473 to 34,140), and an increase of more than 140% in those over age 60 (from 5,341 to 12,881). At the end of 2008, 75% of the people living with HIV/AIDS in New York State were over age 40 and 38% were 50 and older.

Medications have dramatically lengthened and improved the quality of life for people living with HIV. However, these individuals continue to face the challenge of lifelong antiretroviral therapy and other health issues associated with aging. Chronic conditions such as diabetes, cardiovascular disease and cancer often affect people with HIV at younger ages and at higher rates than their HIV-negative counterparts. People with HIV/AIDS have increased incidence of risk factors for chronic conditions, such as smoking, sedentary lifestyle, poor diet, and obesity. For example, the rate of smoking in the HIV/AIDS population was found to be nearly 60% in 2005, three times higher than in the general population. As a result, it is increasingly important that clinical and non-clinical providers have increased capacity to deliver health promotion and maintenance interventions for individuals with HIV/AIDS as they age.

The possibility of new HIV infection is also a threat to sexually active but uninformed or misinformed seniors. In many cases these individuals are diagnosed with HIV infection late in the course of the disease. Lack of knowledge or the stigma still associated with HIV keeps many people from learning their status or seeking treatment.

In December of 2009, the AIDS Institute held a statewide forum titled “Red Ribbons, Silver Threads: Healthy Aging in the Era of HIV/AIDS”. This forum highlighted the need for significant changes in policy, program and clinical care to reflect the significant “aging” of the HIV/AIDS epidemic. The forum generated specific recommendations related to workforce development and training, including:

- Expand professional education and workforce training about HIV and aging at all levels to assure adequate and culturally competent HIV and chronic disease management and staffing.
- Encourage clinicians and health care teams to discuss sexuality and provide sexual health care to older adults, and improve coordination of care.
- Education should cross-train providers, including HIV, primary care, and geriatrics MDs, PAs, NPs, and case managers, as well as specialists in mental health, substance use, and specific populations (LGBT, women, immigrants).
- Agencies should support collaborations with educational institutions to address workforce development and ensure that providers are able to meet the needs of aging PLWHAs.

This training Center of Expertise will be charged with developing training curricula, slidests, fact sheets and other educational materials to assist the non-physician HIV/AIDS workforce in understanding critical issues related to HIV, STIs, viral hepatitis and aging. Under the direction of the AIDS Institute, the training center of expertise will deliver a mix of in-person trainings, technical assistance and live webinars. Throughout the five year period of this solicitation, in person trainings will be offered in densely populated areas including Manhattan, Long Island,

Buffalo, Rochester, Syracuse, Albany and Binghamton and webinar technology should be used to expand access throughout the state.

Under the direction of the AIDS Institute, the training center will develop comprehensive trainer and participant manuals which include: clearly defined modules with specific goals and objectives; written course content; slides; detailed directions to lead trainers through all course content and activities; well-developed values clarification and skills building activities; and, course evaluation tools. The Center of Expertise will also offer training of trainer programs to prepare Regional Training Centers to deliver selected trainings that have been developed by this Center of Expertise.

Reference

Red Ribbons, Silver Threads: Healthy Aging in the Era of HIV/AIDS – Forum Proceedings
Report found at: <http://nyhealth.gov/diseases/aids/conferences/index.htm>

Managing Patients with Co-occurring Disorders of Substance Use, Mental Health and Trauma According to a 2002 report to the United States Congress prepared by SAMSHA, up to 10 million persons in the United States have at least one mental health condition and at least one substance-related condition in any given year. The report goes on to say that:

...3 million persons who are experiencing co-occurring disorders are affected by at least three disorders and 1 million individuals are affected by four or more disorders. As the number of disorders increases, the likelihood of serious persistent mental illness, disability, and heavy use of health and social services also increase. The most common cause of relapse to substance use/abuse is untreated psychiatric disorder. Approximately 39 percent of people who are homeless have a mental health condition, and 50 percent of adults with a serious mental health condition who are homeless have a co-occurring interactive substance abuse condition.

Mental Health America (formerly known as the National Mental Health Association) states in Position Paper Number 33, issued in October of 2007 that:

About half of those with schizophrenia are likely to have a co-occurring substance use disorder over their lifetime; with bipolar disorder, that likelihood increases even more so. People with major depression and panic disorders are likely to have co-occurring substance use disorders at the rates of nearly 30% and 22% respectively as compared with about 15% in the general population.

HIV-infected individuals have been shown to have higher rates of mental illness than the general population. Nearly half of a nationally representative cohort of HIV-positive individuals receiving medical care screened positive for a psychiatric disorder and 36% screened positive for depression.

In addition to seeing high rates of co-occurring substance use and mental health disorders among people living with HIV, there is great concern that a very high percentage of incident cases of HIV are occurring among individuals with co-occurring disorders. As a result, a significant portion of the AIDS Institute's prevention resources are dedicated to reaching these individuals.

There are numerous factors that affect persons who have co-occurring HIV disease, substance use and mental health disorders. These include: diminished access to and utilization of health and mental health care, reduced adherence to psychotropic medication leading to increased risk of harm to self and others, reduced adherence to antiretroviral therapy, inadequate treatment of other medical conditions, and increase in drug and alcohol use. Mental illness can also impact disclosure of HIV status to others and may exacerbate risk behaviors that could lead to increased risk of transmission.

Health and human services providers who deliver HIV, STI and viral hepatitis services need tools, resources and training to help them address the complex issues facing individuals with co-occurring substance use, mental health and trauma disorders. The training Center of Expertise on Co-occurring Disorders of Substance Use, Mental Health and Trauma will be responsible for developing informative, skills building trainings to assist providers in their efforts to deliver prevention, counseling and testing, referral to care, partner services, case management and

related support services to individuals with these co-occurring disorders.

The training center of expertise will deliver a mix of in-person trainings and live webinars. Throughout the five year period of this solicitation, in person trainings will be offered in densely populated areas including Manhattan, Long Island, Buffalo, Rochester, Syracuse, Albany and Binghamton and webinar technology will be used to will be used to expand access throughout the state.

Under the direction of the AIDS Institute, the Center of Expertise will be charged with developing comprehensive trainer and participant manuals which include: clearly defined modules with specific goals and objectives; written course content; slides; detailed directions to lead trainers through all course content and activities; well-developed values clarification and skills building activities; and, course evaluation tools. As directed by the AIDS Institute, the Center of Expertise will also offer training of trainer programs to prepare Regional Training Centers to deliver selected trainings that have been developed by this Center of Expertise.

The AIDS Institute believes that in order to effectively develop trainings that address the intersection of substance use, mental health and trauma, the successful applicant will have in-house staff expertise in all of these areas. This is viewed as more realistic and desirable than attempting to subcontract with outside experts to access all of the needed areas of expertise

This training center will be required to coordinate activities with other state or federally funded training initiatives that address HIV, mental health and substance use including the NYS Clinical Education Initiative's Mental Health Center, Prevention and Substance Use Center and the Ryan White Part B Mental Health Initiative.

References:

"Improving Services for Individuals at Risk of, or with, Co-Occurring Substance-Related and Mental Health Disorders," A Report of the National Advisory Council, United States Substance Abuse and Mental Health Services Administration (January 1997) Rockville, MD.

"Psychiatric Disorders and Drug Use Among Human Immunodeficiency Virus-Infected Adults in the United States", Bing, E, et al.

"Report to Congress on the Prevention and Treatment of Co-Occurring Substance Abuse Disorders and Mental Disorders," United States Substance Abuse and Mental Health Services Administration (November 2002), Rockville, MD.

Mental Health America website: <http://cms.nmha.org/go/position-statements/33>

Sexual Health and Gender Identity

In New York State, sexual transmission of HIV accounts for an estimated 80% of new HIV infections annually and one out of two sexually active persons will contract an STI by age 25. Promoting sexual well-being and preventing sexual health problems (such as HIV and other STIs, sexual violence, unwanted pregnancies, and stigmatization and discrimination based on sexual behavior/identity) are vital tasks for public health.

Sexuality and gender identity play major roles in most people's lives, and they encompass a range of behaviors and/or meanings that are shaped by individual, social, and cultural factors. Age, race/ethnicity, class, sexual orientation, and historical context all have profound effects on the linkages between sexuality, gender identity, and health, which are important for providers working in the field of HIV/AIDS to understand.

The AIDS Institute is seeking a Center of Expertise on Sexual Health and Gender Identity in order to assist non-physician health and human services providers with tools and skills necessary to identify, analyze, and address health issues connected to sexuality. This Center of Expertise will be responsible for designing and delivering trainings on sexual health throughout the human life cycle focused on the prevention of HIV, STIs, viral hepatitis and unwanted pregnancy. The Center of Expertise will be expected to address some of the unique sexual risks and behaviors that place youth and young adults at such a high risk for HIV, STIs and unwanted pregnancy.

Applicants should have expertise in key social issues that affect sexual health, sexuality, and gender identity including:

- cultural and gender-based norms
- sexual trauma and violence
- discrimination and stigmatization
- racism
- poverty
- youth development

Applicants also should have knowledge of health education and public health interventions that effectively address the above issues in order to promote general sexual health and lower the risk of HIV/AIDS, STIs, and unwanted pregnancy in New York State.

The training Center of Expertise will deliver a mix of in-person trainings and live webinars. Throughout the five year period of this solicitation, in person trainings will be offered in densely populated areas including Manhattan, Long Island, Buffalo, Rochester, Syracuse, Albany and Binghamton and webinar technology will be used to reach health and human services providers in other areas of the state.

The training center will be charged with developing comprehensive trainer and participant manuals which include: clearly defined modules with specific goals and objectives; written course content; slides; detailed directions to lead trainers through all course content and activities; well-developed values clarification and skills building activities; and, course evaluation tools. The Center of Expertise will also offer training of trainer programs to prepare Regional Training Centers to deliver selected trainings developed by this Center of Expertise.

APPLICATION CHECKLIST

Please submit one original and ten copies of your application. Your submission should include this checklist and the items listed below:

_____Application Checklist (Attachment #3)

_____Application Cover Page (Attachment #4)

_____Workplan Overview Sheet (Attachment #5)

_____Budget Narrative and Forms (Attachment #6)

_____Letter of Authorization/Intent from Board of Directors or CEO (Attachment #7)

_____Listing of Board of Directors/Task Force Members (Attachment #8)

_____Vendor Responsibility Attestation (Attachment #9)

_____Resumes of all staff/consultants to provide training

_____Organizational and program level chart

**Request for Applications #10-0005
HIV, Sexually Transmitted Infections and Viral Hepatitis Training Services
Application Cover Page**

ORGANIZATION NAME:

CONTACT PERSON/TITLE:

ADDRESS:

COUNTY/BOROUGH:

PHONE NUMBER:()

FAX NUMBER: ()

E-MAIL ADDRESS:

Check the Specific Component and Region or Topic For Which You Seek Funding

COMPONENT A - Regional Training Center (Check one below)

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> New York City | <input type="checkbox"/> Long Island | <input type="checkbox"/> Mid-Hudson |
| <input type="checkbox"/> Capital and North Country | <input type="checkbox"/> Central and Southern Tier | <input type="checkbox"/> Finger Lakes |
| <input type="checkbox"/> Western | | |

Total Budget _____

Grand total of training increments from Attachment 5 A _____

COMPONENT B1 – Topic-Specific Centers of Expertise

(Check one only; separate application required for each topic area)

- HIV/AIDS Case Management
- Sexual Health and Gender Identity
- Co-occurring Disorders of Substance Use, Mental Health and Trauma
- Aging and HIV, STIs and Viral Hepatitis

Total Budget _____

Grand total of training increments from Attachment 5 B or C _____

COMPONENT B2 – Center of Expertise in On-Line Training

- On-Line Training Center

Total Budget _____

Grand total of training increments from Attachment 5 D _____

DIRECTIONS FOR COMPLETING WORKPLAN OVERVIEW SHEET

COMPONENT A: REGIONAL TRAINING CENTERS:

Complete Workplan Overview Sheet **5A** to review the required elements and outline the grand total of training increments to be delivered in the region over a one year period. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page.

COMPONENT B1: ALL TOPIC-SPECIFIC CENTERS OF EXPERTISE (except Case Management)

Complete Workplan Overview Sheet **5B** to review the required elements and outline the grand total of training increments to be delivered statewide over a one year period. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page.

COMPONENT B1: CENTER OF EXPERTISE IN CASE MANAGEMENT

Complete Workplan Overview Sheet Attachment **5C** to review the required elements and outline the grand total of training increments to be delivered statewide over a one year period. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page.

COMPONENT B2: ON-LINE TRAINING CENTER OF EXPERTISE

Complete Workplan Overview Sheet **5D** to review the required elements and outline program activities to be delivered in a one year period. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page.

Attachment 5A – Regional Training Center

Regional Training Center Workplan Overview Sheet

Directions: Use this worksheet to review the required elements and to outline the number of training deliverables to non-physician health and human services providers that you propose to make available under this training initiative for a 12 month period. Fill in the blanks under Required Element #3 to calculate the total number of training increments you are proposing to offer using the funding level established on page 6 of this RFA. Add the total number of half day training increments to the number of live webinars to be offered to arrive at the grand total of training increments. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page. After reviewing all of the required elements and completing the blanks, check the box next to the Attestation at the bottom of the page to acknowledge your commitment to meet all of these elements.

Applicant:

Training Region:

Funding Level (Use funding level established on page 6 of the RFA: \$

Required Element #1: Program manager will participate in three, three hour Contractor Work Group Meetings conducted by the AIDS Institute via webinar.

Required Element #2: Two staff trainers will attend two, two-day training of trainers sessions in Albany, New York.

Required Element #3 – Indicate below number of training deliverables to non-physician health and human services providers:

- 1. Number of half day trainings _____ x 1 = _____
- 2. Number of full day trainings _____ x 2 = _____
- 3. Number of 2 day trainings _____ x 4 = _____
- 4. Number of 3 day trainings _____ x 6 = _____
- 5. Add lines 1-4 to calculate total number of half day training increments: _____
- 6. Number of 2 hour live webinars _____ x 1 = _____

Add lines 5 and 6 to calculate the GRAND TOTAL of training increments: _____

Attestation: Applicant understands the above required elements and acknowledges that the proposed budget includes adequate resources to meet these elements. Yes

Attachment 5B – Topic Specific Center of Expertise (except Case Management)

Center of Expertise Workplan Overview Sheet

Directions: Use this worksheet to review the required elements and to outline the number of training deliverables to non-physician health and human services providers that you propose to make available under this training initiative for a 12 month period. Fill in the blanks under Required Element #5 to calculate the total number of training increments you are proposing to offer using the funding level established on page 7 of this RFA. Add the total number of half day training increments to the number of live webinars to be offered to arrive at the grand total of training increments. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page. After reviewing all of the required elements and completing the blanks, check the box next to the Attestation at the bottom of the page to acknowledge your commitment to meet all of these elements.

Applicant:

Training Region: Statewide

Funding Level (Use funding level established on page 7 of the RFA: \$

Required Element # 1: Keep abreast of the latest developments in professional literature, policy and program issues within the designated topic of expertise, including application in primary prevention programs and care/support services for persons living with HIV/AIDS.

Required Element # 2: Develop a one-day training program on key topics within the content area.

Required Element # 3: Offer one pilot session of the training developed under #2 in your area of the state.

Required Element # 4: Deliver one training-of-trainers session to instruct funded Regional Training Centers to deliver the one-day training developed in the topic area.

Required Element # 5 – Indicate below number of training deliverables to non-physician health and human services providers:

- 1. Number of half day trainings in the NYC metro area _____ x 1 = _____
- 2. Number of half day trainings in upstate NY _____ x 1 = _____
- 3. Number of full day trainings _____ x 2 = _____
- 4. Number of 2 day trainings _____ x 4 = _____
- 5. Add lines 1 – 4 to calculate the total number of half day training increments: _____
- 6. Number of 2 hour live webinars _____ x 1 = _____

Add lines 5 and 6 to calculate the GRAND TOTAL of training increments: _____

Attestation: Applicant understands the above required elements and acknowledges that the proposed budget includes adequate resources to meet these elements. Yes

**Attachment 5C – Case Management Center of Expertise
Center of Expertise Workplan Overview Sheet**

Directions: Use this worksheet to review the required elements and to outline the number of training deliverables to non-physician health and human services providers that you propose to make available under this training initiative for a 12 month period. Fill in the blanks under Required Element #6 to calculate the number of total number of training increments you are proposing to offer using the funding level established on page 7 of this RFA. Add the total number of half day training increments to the number of live webinars to be offered to arrive at the grand total of training increments. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page. After reviewing all of the required elements and completing the blanks, check the box next to the Attestation at the bottom of the page to acknowledge your commitment to meet all of these elements.

Applicant:

Training Region: Statewide

Funding Level (Use funding level established on page 7 of the RFA): \$

Required Element # 1: Participate in a minimum of 4 meetings (2 Upstate and 2 NYC) with the AIDS Institute and panels of providers and community members to develop a plan for training program development and delivery.

Required Element # 2: Develop a one-day training programs on key topics in the content area.

Required Element # 3: Offer 2 pilot sessions of the training developed under #2, one in NYC and another in an upstate location.

Required Element # 4: Deliver 1, one-day training of trainers session to instruct funded Regional Training Centers to deliver the training program developed under #2.

Required Element # 5: Conduct technical assistance sessions on-site at three different case management programs throughout the state.

Required Element # 6 – Indicate below number of training deliverables to non-physician health and human services providers:

- 1. Number of half day trainings in the NYC metro area _____ x 1 = _____
- 2. Number of half day trainings in upstate NY _____ x 1 = _____
- 3. Number of full day trainings _____ x 2 = _____
- 4. Number of 2 day trainings _____ x 4 = _____
- 5. Add lines 1-4 to calculate the total number of half day training increments: _____
- 6. Number of 2 hour live webinars _____ x 1 = _____

Add lines 5 and 6 to calculate the GRAND TOTAL of training increments: _____

Attestation: Applicant understands the above required elements and acknowledges that the proposed budget includes adequate resources to meet these elements. Yes

Attachment 5D – On-Line Training Center of Expertise

Center of Expertise Workplan Overview Sheet

Directions: Use this worksheet to review the required elements and to outline the number of deliverables that you propose to make available under this training initiative for a 12 month period. Fill in the blanks under Required Elements #1 and #3 to calculate the number of total number of training increments you are proposing to offer using the funding level established on page 7 of this RFA. Transfer the information from the Workplan Overview Sheet to the appropriate line on the Application Cover Page. After reviewing all of the required elements and completing the blanks, check the box next to the Attestation at the bottom of the page to acknowledge your commitment to meet all of these elements.

Applicant:

Training Region: Statewide

Funding Level (Use funding level established on page 7 of the RFA: \$

Required Element # 1: Indicate the number of one-day in-person trainings you will translate into an on-line training format. (Note: Each training equals 8 training increments.)

1 2 3 4 5 Other Number ___ x 8 = ___

Required Element # 2: Assist 8 Regional Training Centers funded under this initiative with producing and archiving at least one webinar-based training.

Equals 8 training increments ___8___

Required Element # 3: Indicate the number of hours you are prepared to spend providing technical assistance on distance learning technology issues to AIDS Institute staff

- 40 hours = 2 training increments
- 80 hours = 4 training increments
- 120 hours = 6 training increments
- More than 120 hours = 8 training increments ___

GRAND TOTAL of training increments: ___

Attestation: Applicant understands the above required elements and acknowledges that the proposed budget includes adequate resources to meet these elements. Yes

DIRECTIONS FOR COMPLETING BUDGET FORMS

Develop a Summary Budget and Solicitation Budget Justification Form to support the activities outlined on the Workplan Overview Sheet submitted with in your application

- ▶ Include all costs associated with all levels of staffing, promoting, providing classroom space, maintaining a website with information about the initiative, meeting the requirements of the Americans with Disabilities Act, webinar technology and registration activities.
- ▶ Include costs associated with all required elements outlined in the Workplan Overview Sheet.
- ▶ Applicants should review established New York State travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the standardized agency rate and in no case may exceed the approved NYS rate. Refer to Attachment 11 for travel reimbursement policies.
- ▶ Transfer the amount of the total budget to the appropriate line on the Application Cover Page

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 not be used.

Page 2- Personal Services

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

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

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

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

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

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

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

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

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

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

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

Page 3 - Fringe Benefits and Position Descriptions

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

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

Page 4 -Subcontracts

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

Page 5 - Budget Justification

Please provide a narrative justification for each item for which you are requesting reimbursement. 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)

Contractor: _____

Contract Period: _____

Federal ID #: _____

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

** If applicable to RFA*

Fringe Benefits and Position Descriptions

Contractor:
Contract Period:
Federal ID #:

FRINGE BENEFITS

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

Contractor must attach a copy of federally approved rate agreement.

YES

Approved Rate (%) : _____

Amount Requested (\$) : _____

NO

Complete 2-6 below.

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

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

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

5. Date of most recently audited financial statements:

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

6. Requested rate and amount for fringe benefits:

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.

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

Subcontracts/Consultants

Contractor:
Contract Period:
Federal ID #:

SUBCONTRACTS/CONSULTANTS :

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

Agency/Name

Description of Services

Amount

Total : _____

Grant Funding from All Other Sources

Contractor:

Contract Period:

Federal ID #:

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

Funding Source	Total Funding Amount	Funding Period	Program Summary

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

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

Sample
Letter of Authorization/Intent from Board or CEO for Component A

Date:

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

Dear Ms. White:

This letter certifies that the Board of Directors of _____ (Agency name) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the “HIV/STI/Viral Hepatitis Training Services” RFA 10-0005.

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

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

- ▶ Is a Local health departments, non-profit community-based organizations, academic institutions, hospital or private non-profit training organization;
- ▶ Has a minimum of three years of experience delivering training or technical assistance in the area of HIV, STIs and viral hepatitis.
- ▶ Is prepared to offer a mix of in-person and webinar based training throughout the identified region.

Sincerely,

Chairperson/ President
Board of Directors

Sample
Letter of Authorization/Intent from Board or CEO
Component B1 and B2

Date:

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

Dear Ms. White:

This letter certifies that the Board of Directors of _____ (Agency name) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the “HIV/STI/Viral Hepatitis Training Services” RFA 10-0005.

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

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

- ▶ Is a Local health department, non-profit community-based organizations, academic institution, hospital or private non-profit training organization;
- ▶ Has a minimum of three years of experience delivering training or technical assistance in the area of HIV, STIs and viral hepatitis
- ▶ Has a demonstrated track record, which includes one or more of the following: journal publications, conference presentations, experience developing and delivering direct service model programs in the topic area or a history of developing and delivering training in the topic area.
- ▶ Additional Item for Topic-Specific Centers of Expertise Applicants Only (B1): Is prepared to offer a mix of in-person and webinar based trainings state-wide.
- ▶ Additional Item for On-Line Training Center of Expertise Applicants Only (B2): Has at least 3 years experience developing and delivering on-line training, live webinars and archived webinars.

Sincerely,

Chairperson/ President
Board of Directors

ATTACHMENT 9

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

RYAN WHITE GUIDANCE FOR PART B CONTRACTORS

This guidance sets forth requirements related to AIDS Institute Ryan White Part B 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 contracts administered by PHS.

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).** 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 offered to individuals with a diagnosed mental illness, 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 Services** including nutritional supplements provided by a licensed registered dietitian outside of a primary care visit is an allowable core medical service under the Ryan White HIV/AIDS Program. The provision of food may be provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietician. Nutritional services and nutritional supplements not provided by a licensed, registered dietician shall be considered a support service under the Ryan White HIV/AIDS Program. Food not provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietician also shall be considered a support service.
- 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 are key components 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 reevaluation and adaptation of the care plan at least every 6 months, as necessary during the enrollment 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. Medical case management services must be provided by trained professionals who provide a range of client-centered services that result in a coordinated care plan which links clients to medical care, psychosocial, and other services. Medical case management may be provided in a variety of medical settings, including community health centers, County Departments of Health, hospitals, or other Article 28 facilities. All medical case management services must be provided in accordance with AIDS Institute medical case management standards.

5. **Substance Abuse Treatment Services-Outpatient** is an allowable core medical service. Funds used for outpatient drug or alcohol substance abuse treatment, including expanded HN-specific capacity of programs if timely access to treatment and counseling is not available, must be rendered by a physician or provided under the supervision of a physician or other qualified / licensed personnel. Such services should be limited to the following; pre-treatment/recovery readiness programs, harm reduction, mental health counseling to reduce depression, anxiety and other disorders associated with substance abuse, outpatient drug free treatment and counseling, opiate assisted therapy, neuro-psychiatric pharmaceuticals, and relapse prevention.

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 non-medical case management services must be provided in accordance with AIDS Institute non-medical case management standards.
7. **Child Care Services** are an allowable Ryan White HIV/AIDS Program support service for the children of HIV-positive clients, while the clients attend medical or other appointments or Ryan White HIV/AIDS Program-related meetings, groups or training . More specifically, funds may be used to provide Child Care Services in these instances:
 - a. To support a licensed or registered child care provider to deliver intermittent care that will enable an HIV-positive adult or child to secure needed medical or support services, or to participate in Ryan White HIV/AIDS Program-related activities described above;
 - b. To support informal child care provided by a neighbor, family member, or other person (with the understanding that existing Federal restrictions prohibit giving cash to individuals to pay for these services).

In those cases where funds are allocated for Child Care Services, as described under (b) above, such allocations should be limited and carefully monitored to assure compliance with the prohibition on direct payments to eligible individuals. Such arrangements may also raise liability issues for the funding source which should be carefully weighed in the decision-making process. **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. The decision-makers

deliberately and clearly must set priorities and delineate and monitor what part of the overall allocation for emergency assistance is obligated for transportation, food, essential utilities, and/or prescription assistance. Careful monitoring of expenditures within a category of "emergency assistance" is necessary to assure that planned amounts for specific services are being implemented, and to indicate when reallocations may be necessary. In addition, Grantees and planning councils/consortia must develop standard limitations on the provision of Ryan White HIV/AIDS Program funded emergency assistance to eligible individuals/households and mandate their consistent application by all contractors. It is expected that all other sources of funding in the community for emergency assistance will be effectively utilized and that any allocation of Ryan White HIV/AIDS Program funds to these purposes will be the payer-of-last-resort, and for limited amounts, limited use and limited periods of time.

- 9. Food bank/home-delivered meals** - Comprehensive nutritional care by a licensed/registered dietitian including individual assessments and interventions. Food services include the direct provision of meals onsite or home delivered meals. Nutritional planning considers consumers' dietary preferences, including religious and ethnic considerations, along with special medical and dental dietary needs. Home delivered meals should maintain and improve the health and well-being of consumers with HIV/AIDS by providing high calorie, high protein, therapeutically tailored meals and snacks. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. *See section below regarding use of gift cards.
- 10. Health education/risk reduction** - HIV education and risk reduction services include short term individual and/or group level activities to address medical and/or health related education intended to increase a client's knowledge of and participation in their health care, address secondary HIV prevention, improve health, and decrease the risk of transmission of HIV. Education and risk reduction services should be structured to enhance the knowledge base, health literacy, and self efficacy of HIV-infected persons in accessing and maintaining HIV medical services and staying healthy. Recreational and socialization activities are not included in this category.
- 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. Linguistic services** include interpretation/translation services provided to HIV- infected individuals (including non-English speaking individuals, and those who are deaf or hard of hearing) for the purpose of ensuring the client's access to medical care and to Ryan White fundable support services that have a direct impact on primary medical care.
- 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. Funds

may be used to provide transportation services for an eligible individual to access HIV-related health services, including services needed to maintain the client in HIV/AIDS medical care. Transportation should be provided through: A contract(s) with a provider(s) of such services; Voucher or token systems, Mileage reimbursement that enables individuals to travel to needed medical or other support services may be supported with Ryan White HIV/AIDS Program funds, but should not in any case exceed the established rates for Federal Programs. Federal Joint Travel Regulations provide further guidance on this subject; Use of volunteer drivers (through programs with insurance and other liability issues specifically addressed); or, Purchase or lease of organizational vehicles for client transportation programs. Note: Grantees must receive prior approval for the purchase of a vehicle. *See section below regarding use of gift cards.

- 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 services** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups that improve medical outcomes, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.
- 16. Referral for health care/supportive services** is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.
- 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 an allowable support service under the Ryan White HIV/AIDS Program. Funds may be used for periodic respite care in community or home-based settings that includes nonmedical assistance designed to provide care for an HIV infected client in order to relieve the primary caregiver who is responsible for the day-to-day care of an adult or minor living with HIV/AIDS. In those cases where funds are allocated for home-based respite care such allocations should be carefully monitored to assure compliance with the prohibition on direct payments to eligible individuals. Such arrangements may also raise liability issues for the funding source which should be carefully weighed in the decision-making process.

19. Treatment adherence counseling - Short term individual and/or group level activities used to provide HIV/AIDS treatment information, adherence counseling, monitoring, and other strategies to support clients in readiness to begin ARV treatment or maintain maximal adherence to prescribed HIV/AIDS treatment. Treatment adherence counseling activities are provided by non-medical personnel outside of the medical case management and clinical setting. The ultimate goal of treatment education is for a consumer to self-manage their own HIV/AIDS-related care. Self-management is the ability of the consumer to manage their health and health care autonomously, while working in partnership with their physician.

Use of gift cards

The following section provides guidance on the allowable use of gift cards for Ryan White Part B programs.

The nutrition initiative consists of four components: congregate meals, home-delivered meals, grocery/pantry bags, and food vouchers. The concept of "food vouchers" has become obsolete. Technology has changed, and stores no longer use voucher systems. Rather, they use gift cards. As a result, the food voucher component has changed. Clients are given gift cards to grocery stores, and they must bring back a receipt. The receipt is checked to ensure that the client used the card to purchase allowable food items in accordance with initiative standards. (Initiative standards are consistent with WIC standards.) A client gets another card only if the receipt shows they complied with program requirements. Gift cards to grocery stores are, therefore, allowable in the nutrition initiative. In non-nutrition initiative funded programs, gift cards used as incentives to grocery stores, convenient stores, or drug stores (any establishment that sells other items in addition to food), are not an allowable Ryan White Part B expense. However, use of gift cards as incentives to establishments that sell food exclusively (McDonald's, Subway, Wendy's) is allowable.

The transportation initiative involves the provision of direct transportation, cabs, metro cards, bus tokens, ambulette, train ticket (in limited circumstances) and gas cards. Gas cards are provided to enable clients to drive personal vehicles to appointments for medical and support services only. When gas cards are provided, funded programs use logs to document date of trip, destination, and mileage. Therefore, gas cards are an allowable expense in the transportation initiative. In non-transportation initiative funded programs, gas cards used as incentives are not an allowable Ryan White Part B expense. However, gas cards provided for purposes of supporting client transportation to obtain services are allowable.

To summarize:

Nutrition Initiative:

Gift cards to grocery stores - Allowable

Non-Nutrition Initiative funded programs:

Gift cards to grocery stores – Not Allowable

Gift cards to drug stores, convenience stores, etc., that sell food as well as other items - Not Allowable

Gift cards as incentives to establishments that sell food exclusively (McDonald's, Subway, Wendy's) - Allowable

Transportation Initiative:

Gas cards - Allowable

Non-Transportation Initiative funded programs:

Gas cards as incentives – Not Allowable

Gas cards for supporting client transportation to services – Allowable

Ryan White funds may also be used to support training of providers delivering allowable services that is intended to improve medical outcomes and consumer education/training that is intended to improve medical outcomes.

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

1. HIV prevention/risk reduction for HIV-negative or at-risk individuals.
2. Syringe exchange programs.
3. HIV counseling and testing.
4. Employment, vocational rehabilitation, or employment-readiness services.
5. Art, drama, music, dance, or photography therapy.
6. Social, recreational, or entertainment activities. **Federal funds cannot be used to support social, recreational or entertainment activities.** Ryan White funds cannot be used to support amusement, diversion, social activities, or any costs related to such activities, such as tickets to shows, movies or sports events, meals, lodging, transportation, and gratuities. Movie tickets or other tickets cannot be used as incentives. Funds should NOT be used for off-premise social/recreational activities or to pay for a client's gym membership. 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. Funds awarded under the Ryan White HIV/AIDS Program may NOT be used to pay local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied).
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 used for anything other than the allowable service, that systems are in place to account for disbursed vouchers, and that vouchers are not 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.
37. Funds may not be used for household appliances, pet foods or other non-essential products.

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 may be appropriate candidates for Ryan White HIV/AIDS Program services in limited situations, but these services for non-infected individuals must always benefit a person with HIV infection. Funds awarded under the Ryan White HIV/AIDS Program may be used for services to individuals not infected with HIV only in the circumstances described below.

- a. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV disease or AIDS. Examples include caregiver training for in-home medical or support service; psychosocial support services, such as caregiver support groups; and/or respite care services that assist non-infected individuals with the stresses of providing daily care for someone who is living with HIV disease.
- b. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. Examples include payment of premiums for a family health insurance policy to ensure continuity of insurance coverage for a low-income HIV- positive family member or child care for children, while an infected parent secures medical care or support services.
- c. The service promotes family stability for coping with the unique challenges posed by HIV/AIDS. Examples include mental health services that focus on equipping uninfected family members, and caregivers to manage the stress and loss associated with HIV/AIDS, and short-term post death bereavement counseling.
- d. Services to non-infected clients that meet these criteria may not continue subsequent to the death of the HIV-infected family member, beyond the period of short-term bereavement counseling.

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

TIME AND EFFORT REPORTING

Contractors must have systems in place to document time and effort of direct program staff supported by all federal funds. New federal contractors must submit their written policies

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

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

ADMINISTRATION

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

Administration includes the following:

- 1. Management and oversight of specific programs funded under Part B:** This includes staff who have agency management responsibility but no direct involvement in the program or the provision of services. This does not include the direct supervision of program/clinical staff. However, management and oversight of the specific Part B program could be a portion of an individual's responsibilities. For example, a program director or project coordinator might have responsibility for indirect management and oversight of the program along with responsibility for the direct provision of services, supervising day-to-day program operations, or direct supervision of staff involved in the provision of services. In such a case, the former would be considered administrative, while the latter would be considered direct program. Titles that might involve management and oversight duties may include: Executive Director, Deputy Executive Director; Program Manager, Program Coordinator, Clinic Manager, etc.
- 2. Other types of program support, such as quality assurance, quality control and related activities:** This includes staff whose duties relate to agency-wide quality assurance (e.g., developing agency quality assurance protocols, reviewing a sample of charts to determine the quality of services agency-wide, or participating on an agency's/facility's quality committee). This might not include quality assurance activities related specifically to an HIV program component of an agency; such activities will have to be reviewed on a case-by-case basis. This does not include supervisory

quality assurance (e.g., reviewing charts with direct service staff to determine the appropriateness and comprehensiveness of services delivered to the staff person's clients).

3. **Routine contract administration:** This includes proposal, work plan and budget development, receipt and disbursement of contract funds, and preparation of programmatic and financial reports as required by the AIDS Institute.
4. **Audit:** All funds included in the budget's audit line. Please note that under revised federal audit requirements, grantees that expend \$500,000 or more in federal funds must have a single A-133 audit. Federal grantees that spend less than \$500,000 in federal funds annually are prohibited from charging federal funds for single audits. Therefore, only those contractors receiving federal funds of \$500,000 or more may request approval of reimbursement for single audit expenses through their Ryan White contract. However, Ryan White funds may be used to support limited financial review with prior AIDS Institute approval.
5. **Other administrative activities:** This includes fiscal activities, such as accounting, bookkeeping, payroll, etc., and operations responsibilities, such as security, maintenance, etc. Titles that may involve such duties include: Controller, Accounting Manager, Director of Operations, Bookkeeper, Accountant, Payroll Specialist, Finance Coordinator, Maintenance Worker, Security Officer, etc. Some types of insurance are considered program costs (e.g., medical malpractice insurance, insurance for a vehicle used as part of a transportation program), while some are considered administrative (general liability, board insurance).
6. **Indirect:** This includes usual and recognized overhead, including established indirect cost rates. Examples of such costs are rent, utilities, etc. Indirect costs are those shown in the budget's "administrative costs" line.

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

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

etc.; space for client services; travel for client transportation or staff travel for the purpose of serving clients.

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

REVENUE/PAYER OF LAST RESORT

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

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

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

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

the written endorsement of HRI and the New York State Department of Health AIDS Institute.”

REVENUE POLICY FOR AIDS INSTITUTE FUNDED PROGRAMS SUPPORTED BY STATE OR RYAN WHITE FUNDING

I. REVENUE POLICY GOALS

The AIDS Institute administers funding for HIV, hepatitis C and STD services from the New York State budget, the Centers for Disease Control and Prevention, and the Ryan White HIV/AIDS Treatment Extension Act. Ryan White 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. All grant-funded programs must maximize the revenue available to the program through Medicaid, ADAP Plus, Hepatitis C Assistance Program (HepCAP), and other third-party payers.

Ryan White Revenue Policy

The goal of the Ryan White revenue policy is to ensure that Ryan White is the “payer of last resort.” The Ryan White HIV/AIDS Treatment Extension Act 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.” 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.

State and Ryan White Revenue Policy

Both State and Ryan White grantees are required to track the revenue generated by the grant-funded program and to make such revenue available to the program either to enhance HIV, HCV or STD services or to offset other expenses incurred by the contract, which are related to the specific program. An attestation is signed by the grantee acknowledging agreement with the aforementioned policy. This attestation will be included in the initial and subsequent contract funding applications.

II. REVENUE POLICY AS APPLIED TO NYS LICENSED FACILITIES FOR HEALTH CARE

Reimbursement for services delivered in licensed health facilities in New York State is based on

a medical model. The Medicaid program provides reimbursement for primary care health services delivered by licensed physicians (or their physician assistants) and nurse practitioners. HIV counseling and testing may be provided by a trained counselor under the supervision of a physician.

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 should be referred to specialty mental health programs licensed by the New York State Office of Mental Health.

Medicaid will only pay for mental health services provided at Article 28 facilities if those services are listed on the operating certificate of the facility. Examples may include mental health services provided by:

- A clinical psychologist if “Psychology” is listed on the operating certificate,
- A psychiatrist when “Psychiatry” is listed on the operating certificate,
- Other licensed mental health professionals when “Certified Mental Health Services” is listed on the operating certificate,
- Licensed clinical social workers (“Psychiatric Social Work”) in Federally Qualified Health Centers (FQHCs).

Individual psychotherapy services may also be provided to beneficiaries under age 19 and to persons requiring such services as a result of or related to pregnancy or giving birth if mental health services are included on a facility’s operating certificate (April 2008 Medicaid Update).

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. All professionals must practice within the scope of their license or discipline.

Changes to Medicaid Billing Structure – Implementation of Ambulatory Patient Groups

(APG)

Effective December 2008, HIV-related services provided by hospitals (including Designated AIDS Centers and hospitals approved as participants in the HIV Primary Care Medicaid Program) that were formerly billed under the five-tier and the seven-tier rate structures are reimbursed through Medicaid's Ambulatory Patient Groups (APG)-based system. The only exceptions to this are HIV counseling and testing services and the therapeutic visit, which can continue to be billed as carve-outs from the APG-based system. COBRA case management and AIDS Day Treatment remain separate reimbursable services as well. Any facility that is a FQHC may opt-out of the APG-based system and continue their current billing practice. Information about the APG-based system can be found at: http://www.health.state.ny.us/health_care/medicaid/rates/apg/index.htm.

Currently, free-standing diagnostic and treatment centers approved as participants in the HIV Primary Care Medicaid Program can continue to bill for services using the five-tier rate structure, although these providers will be required to bill through the APG-based system once the Department of Health receives federal approval, except for HIV counseling and testing services which can continue to be billed as carve-outs from the APG-based system. ADAP Plus has also adopted the APG-based system. Article 31 licensed mental health facilities are expected to implement an APG-based system some time in 2010.

Uncovered Services

Health care for persons living with HIV, HCV or STDs often requires intensive clinical and behavioral interventions. 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. It is the expectation that the physician provide these services during a medical visit.

As currently constructed, Medicaid reimbursement does not include payment for the following services commonly needed by persons with HIV, HCV or STDs. The services are:

- Targeted outreach to bring infected individuals into care;
- Community (non-COBRA) and medical case management (with the exception of the Therapeutic Visit available to Designated AIDS Centers);
- Partner counseling and assistance (with the exception of the Therapeutic Visit available to Designated AIDS Centers);
- Education and training to attain or maintain HIV, HCV or STD expertise;
- Program direction and development, including a dedicated quality improvement program;
- Participation in case conferencing;
- Technical assistance to case managers, e.g. education and training on HIV, HCV and STD-related issues;
- Assessment of clients for health literacy and providing assistance in improving treatment adherence and reducing risk behavior;
- Coordination of services with HIV, medical, mental health and social service providers and schools, community agencies and others.

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 outreach to bring infected individuals into care and limited case management, 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, HCV and STDs. 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.

Revenue Policy

The program must meet core revenue requirements regarding the maximization and tracking of third-party revenues and the reallocation of such revenues to the HIV, HCV or STD program. All programs are to reallocate revenue to the specific program for which they are funded. For example, Ryan White funded programs are to reallocate revenue to enhance HIV services.

Funding may be used to subsidize the costs of members of the multidisciplinary team who provide services not covered by Medicaid, ADAP Plus and HepCAP (see above). Funding may be used to support 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.

Note: The percentage used to support a clinician's time for program-related activities as described above is specified in each initiative's procurement (Request for Applications).

III. MONITORING ADHERENCE TO AIDS INSTITUTE REVENUE POLICY

The program section is responsible for monitoring adherence to the AIDS Institute revenue policy.

Monitoring Requirements

To a large extent, adherence to revenue policy is accomplished through contract negotiations. The focus is on the services and staffing structure included in the work plan and budget.

Services reimbursed by third party insurance (Medicaid, ADAP Plus, HepCAP and other private insurance) may be included in work plan standards or goals only with a notation that the program will support such services through third-party revenues.

As noted above, a percent of the salaries of revenue-generating staff may be included in the contract budget to support activities not funded by third party reimbursement and be consistent with the agreement specified in the contract funding application.

Monitoring Core Requirements

The monitoring process for the core revenue policy includes the Program Section ensuring that the contractor signs the aforementioned third-party revenue reimbursement attestation and that the contractor shows anticipated use of third-party revenue generated by the grant-funded program on the budget submitted as part of the funding application.