

**New York State Department of Health  
AIDS Institute**

**Health and Human Services for Lesbian, Gay, Bisexual and Transgender  
Individuals, Families and Communities**

**Request for Applications (RFA)  
RFA #: 12-0001 /FAU #: 1207260121**

- Component A:**      **Provision of Direct Health and Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities**
- Component B:**      **Statewide Cultural Competency Training Coordination**
- Component C:**      **Statewide Coordination of LGBT-Related Activities for Organizations Funded Under Component A and Emerging Organizations**

**RFA Release Date ..... September 13, 2012**

**Deadline to Submit Questions..... September 27, 2012**

**RFA Updates and Questions and Answers Posted .....October 12, 2012**

**Letter of Interest Due .....October 15, 2012**

**Applications Due .....October 30, 2012**

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**How to File an Application**

**An original application and six copies must be received at the following address by  
October 30, 2012:**

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New York State Department of Health AIDS Institute  
ESP, Corning Tower, Room 478  
Albany, New York 12237-0658**

**Late applications will not be accepted. See page 34 of the RFA for more instructions.**

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**Health and Human Services for Lesbian, Gay, Bisexual and Transgender  
Individuals, Families and Communities  
Request for Applications**

**I. Introduction and Purpose**

One of the goals of the New York State Department of Health is to eliminate disparities in health care access by increasing the availability and quality of health care services for New York's underserved populations. This initiative focuses on addressing disparities through building a wider, more sensitive and appropriate system to promote health and human services for lesbian, gay, bisexual and transgender (LGBT) individuals, families and communities.

The primary goals of the LGBT Health and Human Services Initiative are to increase access to health care; to improve the quality and appropriateness of LGBT health and human services and to improve health outcomes and quality of life for LGBT individuals and families through the promotion of full and equal access to health and human services, and by eliminating bias and discrimination based on sexual orientation and gender identity.

It is anticipated that an amount not to exceed \$5,260,000 of State funding will be allocated to organizations statewide to fund initiatives through three components (A, B, and C) as described below. Approximately 39-53 awards will be made for Component A. One award will be made for Component B and one award will be made for Component C. NYSDOH reserves the right to revise the funding amounts for each component or individual awards as necessary due to changes in the availability of funding.

It is expected that contracts resulting from this RFA will have the following time period: June 1, 2013 – May 31, 2018.

**Applicants may submit only one application in response to this RFA. If more than one application is submitted, the first one that is opened will be reviewed. All other applications will be rejected.**

The overall purpose of each component is described below:

**Component A: Health Promotion and Provision of Direct Health and Human Services for LGBT Individuals, Families and Communities**

An amount not to exceed \$4,875,000 will be awarded to successful applicants that will provide direct health and human services for LGBT individuals, families and communities. The maximum funding per award for Component A is \$125,000. The overall goals of Component A are the following:

- Enhance existing LGBT services to improve access and achieve positive health outcomes;
- Create opportunities for services where they are needed in both urban and rural settings;

- Support health for LGBT individuals, families, and communities;
- Promote collaborations and integration of programs providing services to LGBT individuals and their families with mainstream services and programs;
- Increase knowledge of LGBT health and human service providers regarding issues that impede access to and compromise the quality of health care for diverse and underserved LGBT individuals and families; and
- Expand the capacity of non-LGBT health and human service organizations to provide sensitive and affirming LGBT services.

Specific activities that may be funded under this component can be found in Section III. C: Scope of Services of this procurement, beginning on page 13.

### **Component B: Cultural Competency Training Coordination**

An amount not to exceed \$160,000 will be available to support one organization with statewide reach to:

- Coordinate and facilitate cultural competency training activities undertaken by providers funded under Component A;
- Develop and update a Statewide Directory of LGBT culturally competent providers;
- Identify best practices and provide technical assistance on outcome evaluation for cultural competency training to providers funded under Component A.
- Develop LGBT Cultural Competency “Train the Trainer” workshop; and
- Conduct “Train the Trainer” workshops.

Specific activities that may be provided are included in Section IV, C. Scope of Services of this procurement, beginning on page 22.

### **Component C: Statewide Coordination of LGBT Health and Human Services to Organizations Funded Under Component A of this Procurement and Emerging Organizations**

An amount not to exceed \$225,000 will be awarded to the successful applicant to coordinate LGBT health and human services organizations funded under Component A of this procurement and emerging organizations. Funding will support one organization with a statewide reach to provide the following:

- Provide or arrange for technical assistance in program development and enhance capacity for providers funded under Component A and emerging organizations;
- Develop and implement a 1-2 day conference for providers funded under Component A and other emerging organizations;
- Respond to requests received from State agencies and other government entities to promote awareness, sensitivity and knowledge of LGBT issues and concerns;
- Conduct or arrange for an update of the NYS LGBT Health and Human Services Survey; and
- Develop an “Organizational Best Practices” manual.

The successful Component C applicant may also serve organizations not funded through Component A, through training, technical assistance and conference events, provided the needs of providers funded under Component A are adequately met.

Specific activities that may be provided are included in Section V: Component C Scope of Services of this procurement, beginning on page 27.

## **II. Background**

### **A. Community Input**

During 2012, focus groups and conference calls were held with members of populations targeted by this RFA. The purpose of these consultations was to obtain input on priority service needs and suggested methods for reaching and serving these populations. Participants offered insight into current and emerging LGBT health and human service needs that they would like to see addressed. Some of the broad areas of interest expressed were: people of color, Two Spirit, youth, transgender individuals, seniors, mental health services and services for the homeless, statewide coordination, technical assistance and cultural competency training.

Their observations and feedback have been incorporated into the focus areas, scope of work and anticipated outcomes for this RFA.

### **B. Diversity and Health Disparities of the Target Populations**

**The Lesbian, Gay, Bisexual and Transgender community (LGBT) is a diverse population that resides in every part of the State.**

According to an April, 2011 research brief prepared by The Williams Institute, an estimated 3.5% of adults in the United States identify as LGB and an estimated 0.3% of adults as transgender. This implies that there are approximately 9 million LGBT Americans. Using the percentages identified by the Williams Institute, we can extrapolate that there are approximately 600,000 self-identified LGB New Yorkers and approximately 58,000 transgender New Yorkers.

Although many of the health and human service needs of LGBT individuals are similar to the population at large, LGBT individuals experience worse health outcomes than their heterosexual counterparts. The intersections of discrimination and societal rejection based on sexual identity, gender identity and gender expression coupled with social determinants for poor health indicators enhance and create factors leading to health disparities that uniquely impact an LGBT individual's access to and interaction with the health and human services system.

Healthy People 2020 cites several social determinants affecting poor health outcomes for LGBT individuals including discrimination in access to health insurance, employment, housing, adoption and retirement benefits; lack of protection against bullying in schools; lack of social programs targeted to and appropriate for LGBT youth, adults, and elders; and a shortage of health care providers who are knowledgeable and culturally competent in LGBT health.

According to the NYS LGBT HHS Survey (Empire State Pride Agenda) LGBT people have increased rates of depression as a result of the homophobia and transphobia that they experience in their everyday lives and lack access to adequate mental health care. They also experience higher rates of loneliness and social isolation resulting in negative health outcomes. Hate violence is a critical problem in the LGBT community. The survey reported 13% of participants experienced anti-LGBT assaults resulting in violence serious enough to send them to the hospital.

Within the LGBT population there are subpopulations based on race, ethnicity, socioeconomic status, geographic location, age, and other factors. Several of these subpopulations, including LGBT youth, people of color, transgender individuals and seniors experience additional health disparities.

Sexual minority status, homophobic victimization and stress, and family and peer rejection and bullying place LGBT youth at increased risk for depression, suicidal ideation and attempted suicide. Additional literature indicates that LGBT youth have increased rates of smoking, substance abuse, alcohol use, unsafe sex and violence. LGBT youth also are a disproportionate percentage of the homeless population. Some national studies estimate that 40% of homeless youth are LGBT.

According to the National Coalition for LGBT Health “LGBT People of Color are left vulnerable to cumulative negative health outcomes by a combination of persistent racism and the stigma attached to their sexual orientation and/or gender identity”. Research indicates that Black and Latino LGBT people are more likely to be in poor health than heterosexual and non-transgender individuals within communities of color and their White counterparts within the LGBT Community. “Asian and Pacific Islander American LGBT and Native American LGBT / Two Spirit communities bear similarly disproportionate burdens. Factors contributing to these disparities include limited access to health care and insurance, lower than average socioeconomic status, fear of bias and discrimination from providers, a lack of provider competence in the particular health concerns of the LGBT community and different racial and ethnic groups, and the stress of managing multiple types of societal discrimination.”

The most extensive research available on the transgender community was conducted by The National Gay and Lesbian Task Force and the National Center for Transgender Equality. Specific key findings of *Injustice at Every Turn* include reports that 41% of the sample reported attempting suicide compared to 1.6% of the general population. The percentage of incidents of attempted suicide increased for those that lost a job due to bias (55%), were harassed/bullied (51%), had low household income, or were the victim of physical assault (61%), or sexual assault (64%). The report also indicates that transgender people were nearly four times more likely to live in extreme poverty, experience double the rate of unemployment, and endure staggering rates of harassment, physical assault and sexual violence during their educational career (K- 12).

The needs of LGBT seniors are often not regarded in discourse about the LGBT community. As documented in the SAGE USA *The Aging and Health Report*, “older adults who live alone are at serious risk of social isolation, which in the general population is linked to poor mental and physical health, cognitive impairment and premature chronic disease and death”.

Additionally, “higher rates of disability were found among LGBT older adults compared with heterosexuals of a similar age.” LGBT older adults also experience higher rates of mental distress and are more likely to smoke and engage in excessive drinking than heterosexuals.

Lack of LGBT cultural competency also creates gaps in the service system related to supporting families, friends and other individuals in the community who provide support to LGBT people. The term family is defined in the broadest sense as support systems including, but not limited to, life partners, spouse, children, relatives and caregivers. Services that provide information, counseling and other support to families undergoing conflict or stress related to a family member expressing their sexuality or gender identity are needed.

A system of service delivery and support, comprised of organizations dedicated to serving LGBT individuals, families and friends, can successfully address many of the barriers to health described here. Such a system must have the expertise to provide services relevant to the population, treat all LGBT persons in an affirming, culturally appropriate manner, and have the resources to adequately address the needs of disenfranchised, underserved LGBT persons needing health care.

## **C. Guiding Principles and Program Requirements For All Components**

### **1. Safe Space for Clients**

The NYS Department of Health expects that contractors will provide a “safe space” where clients with different backgrounds and sexual orientations feel safe and supported, both physically and psychologically, and where they feel free to discuss health, social and emotional issues. A key component to creating a safe program environment is hiring staff and peers who are welcoming and respectful of client differences, are knowledgeable of the common aspects of the various subcultures, and are non-judgmental.

### **2. Harm Reduction Approach**

The NYS Department of Health encourages the use of a harm reduction approach by programs funded to provide health promotion and prevention services. Harm reduction is a perspective and a set of practical strategies to reduce the negative consequences of behaviors by incorporating a spectrum of strategies from abstinence (sexual or drug-using) to safer use of drugs and safer sexual practices. Harm reduction has been relegated by some to the realm of drug use, but it also applies to sexual behavior. A sexual harm reduction approach supports individuals in being sexual in ways which reduce the risk of contracting HIV, hepatitis B and C and other blood-borne and sexually transmitted infections. Although elimination of risk is a worthy goal, it may not be realistic for many individuals, at least in the near-term. For those individuals, it is important to engage them in understanding risk and in reducing potentially harmful consequences of their behaviors. Implicit in this approach is respect for the individual in making his or her own informed choices and arming them with the information and tools to actualize those informed choices.



A harm reduction approach to sexual risk should include but not be limited to the provision of male and female condoms as well as guidance on their use. Every program providing condoms should have policies and procedures for their distribution and a plan for ensuring that this distribution is responsive to client and community needs.

### **3. Youth Development Approach**

The NYS Department of Health encourages programs that serve young people to integrate the principles and practices of youth development into its service models. A youth development approach extends and enhances the traditional harm reduction and prevention models by focusing on strengthening the protective factors that contribute to promoting healthy outcomes for young people.

A youth development approach focuses on young people's assets (capacities, strengths) and not solely on their deficits (negative behaviors, problems). This approach requires a shift away from a crisis mentality that concentrates on stopping problems, to one that implements strategies designed to increase young people's exposure to positive and constructive relationships and activities that promote healthy and responsible choices.

Programs that use a youth development approach work with young people to help them realize their fullest potential. Respondents to the RFA that are proposing to serve young people are expected to incorporate the following youth development principles and practices into their proposed programs: focus on building young people's strengths and promoting positive outcomes; view young people as resources, contributors and leaders for the program; create and foster youth/adult partnerships; involve all segments of the community in contributing to the well-being of young people; and employ a long-term outlook that recognizes the importance of ongoing positive opportunities and relationships to help young people succeed as adults. Additional information can be found on the following NYS Department of Health website:  
<http://www.health.ny.gov/community/youth/development/>.

### **4. Behavioral Theory**

The NYS Department of Health encourages programs to integrate behavioral theory in their program design and service models. A behavioral theory describes the factors or relationship that influence behavior and provides direction on how to change them. Behaviors that place people at risk for negative health outcomes are often the result of many complex factors operating at multiple levels. Theories of behavior change usually address one or more of these levels and include individual, interpersonal, community, structural and environmental factors. Behavioral theories used to prevent negative health outcomes are drawn from several disciplines, including psychology, sociology and anthropology and researchers often use a combination of factors from several theories to guide the development of interventions.

Additional information on behavioral theories is available at:  
<http://www.cancer.gov/cancertopics/cancerlibrary/theory.pdf>

## **5. Use of Internet, Social Media and Social Networks**

Funded applicants are expected to utilize the internet, and/or social media and social networks as a means to provide and disseminate information to increase access to health care; to provide education and training to improve the quality and appropriateness of LGBT health and human services; to promote access to prevention and supportive services; and to meet the outcomes outlined within this initiative.

Internet Interventions and Social Media are vehicles which can be used to engage the diverse spectrum of LGBT communities; to access LGBT populations in rural areas and to alternatively engage LGBT individuals within their comfort level. When conducting internet interventions agencies will be required to have guidelines and policies/protocols in place. Recommended resources for utilizing Social Media can be found at: [www.aids.gov](http://www.aids.gov) and <http://nyconferences.org/socialmedia/resources.cfm>.

Social Networks should also be considered as a vehicle to enlist LGBT individuals who are members of LGBT subpopulations to recruit their peers. The enlisted individuals, or “recruiters,” are trained by agency staff on strategies for discussing LGBT health outcomes, health outcomes specific to the subpopulation and the importance of engaging in care. Recruiters help peers connect to health and human service providers. Recruiters may also provide peer support as it relates to navigating the health and human service delivery system. Programs can use incentives, such as gift cards, for each peer successfully recruited and engaged in accessing health care.

## **6. Data and Evaluation**

Funded agencies will be required to provide monthly narrative descriptions of the program’s progress in meeting workplan objectives, quarterly service data and demographics reports, and participate in a collaborative process with the AIDS Institute to evaluate the outcome of services and activities.

Contractors funded under this procurement will be responsible for designing and conducting process and outcome program evaluation activities to ensure that high quality and appropriate health and human services are provided. Program evaluation activities should be conducted in the context of Continuous Quality Improvement (CQI) where evaluation results are routinely reviewed to identify ways to improve program performance.

In addition, funded entities will be required to participate with the AIDS Institute in evaluation activities and trainings designed to heighten contractor’s capacity to demonstrate outcomes.

Additional information on outcomes and evaluation can be found at:

[http://www.healthedpartners.org/ceu/sm/smart\\_behavior\\_change\\_outcome\\_objectives.pdf](http://www.healthedpartners.org/ceu/sm/smart_behavior_change_outcome_objectives.pdf)

## **7. Essential Program Elements**

Successful applications will demonstrate that the applicant:

- Provides interventions and services that are ethnically, culturally and linguistically appropriate, and delivered at a literacy level suitable for clients.
- Responds to the range of cultural and gender norms within targeted communities that may inhibit or support the adoption and practice of safer behaviors and addresses those within the proposed program.
- Involves members of the targeted population in the planning and design of the proposed program. Funded programs are expected to maintain their on-going involvement in an advisory capacity, and applicants should describe the method for doing so.
- Coordinates services with other health and human service providers and participates in local planning groups. Funded programs are expected to collaborate with local health departments, the regional offices of the New York State Department of Health as well as other health and human service providers in identifying and responding to emerging trends.

### **III. Component A: Provision of Direct Health and Human Services to Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities**

#### **A. Available Funding -- Component A**

The amount available for Component A is \$4,875,000. This will support 39-53 awards. The maximum amount of funding per award is \$125,000.

Applicants are requested to select their primary region of service on the cover page of the application to be considered for funding. The primary region of service for the application should be based on the location where the largest number of clients is served. If a primary region is not selected, the AIDS Institute will determine the primary region based on where the largest number of clients is being proposed to be served. This does not preclude an applicant from proposing to serve one or more counties outside a defined service region, however, the maximum amount of funding they can request is \$125,000.

The funding will be awarded as indicated in the following table:

<b>Region</b>	<b>Number of Awards</b>
<b>Manhattan</b>	11 - 14 awards
<b>Brooklyn</b>	4 - 5 awards
<b>Queens</b>	2 - 3 awards
<b>Bronx</b>	2 - 3 awards
<b>Staten Island</b>	1 - 2 award
<b>Long Island (Nassau)</b>	1 - 2 awards
<b>Long Island (Suffolk)</b>	2 - 3 awards
<b>Hudson Valley</b> (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)	4 - 5 awards
<b>Finger Lakes/Southern Tier</b> (Broome, Chemung, Chenango, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Wayne, and Yates counties)	3 - 4 awards
<b>Northeastern New York</b> (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties)	3 - 4 awards
<b>Western New York</b> (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, and Wyoming counties)	2 - 3 awards
<b>Central New York</b> (Cayuga, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, and Tompkins counties)	4 - 5 awards
<b>Total</b>	<b>39 – 53 awards</b>

The awards listed above are expected to provide optimal regional coverage of LGBT health and human services given the available funding.

Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. After the minimum number of awards is met in each region or if there are an insufficient number of acceptable applications received for any region, the NYSDOH reserves the right to resolicit any remaining funding or make awards to the next highest scoring applicant up to the maximum number of awards for any region within Component A.

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

## **B. Who May Apply – Component A**

### **Applicant Eligibility**

Eligible applicants are:

- Not-for-profit health and human service organizations including but not limited to community based organizations, health centers, civic organizations and academic institutions.

**Applicants may submit only one application in response to this RFA. If more than one application is submitted, the first one opened will be reviewed. All other applications will be rejected.**

### **Preference Factors**

Preference will be given to applicants demonstrating their commitment, expertise and capacity to serve LGBT individuals and their families by:

- Demonstrating a history of successfully working with the LGBT community and its diverse populations for a minimum of two years;
- Demonstrating that they have a Board representative of the LGBT populations they intend to serve;
- Demonstrating that they have management staff representative of the LGBT populations they intend to serve;
- Demonstrating that they have direct service staff representative of the LGBT populations they intend to serve.
- Demonstrating a history of a minimum of 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports.

## **C. Scope of Services and Guidelines – Component A**

Funding will support programs that demonstrate the capacity to increase access to health care; to improve the quality and appropriateness of LGBT health and human services and improve health outcomes and quality of life for LGBT individuals and families through the promotion of full and equal access to health and human services, and through elimination of bias and discrimination based on sexual orientation and gender identity.

The Scope of Services funded under Component A should address three of the focus areas listed below:

- **Health Promotion and Access to Health Care** - includes activities that address and promote access to health and human services such as: promoting timely health care and treatment, assuring confidentiality, addressing lack of health insurance and incomplete medical histories, (e.g., concealed risks, sexually related complications, social factors) and conveying information regarding health risks such as: sexually transmitted diseases including HIV and Viral Hepatitis and other infectious and chronic diseases, reproductive health, nutrition and aging issues. Educational activities about access to health care need to include information on changes in health care delivery.
- **Improving Access to Mental Health Services** - includes activities that raise awareness of and promote access to services for conditions such as: isolation, depression, stress and anxiety, substance abuse and suicidal thoughts and behaviors. Educational activities should include systems of care for the provision of mental health and substance use services.
- **Promoting Access to Prevention and Support Services** - includes activities that raise awareness of and promote access to services such as: prevention and support services for LGBT individuals who have experienced bias crime and domestic violence, homeless services; support for relationship and family building services; services addressing harassment and discrimination in employment and housing; and services to improve access to appropriate documentation for transgender persons including identifying physicians who can address the unique health disparities facing transgender persons and who can assist with obtaining appropriate certifications.
- **LGBT Cultural Competency** - includes increasing LGBT cultural competency for the general community by decreasing or eliminating provider bias or insensitivity through cultural competency training for social service, health, academic institutions and legal systems; and increasing cultural competency in LGBT communities including but not limited to issues of race, discrimination, age and gender identity.

The following are examples of the modes of delivery that programs may utilize:

- **Direct Services** - activities and interventions focused on delivery of a specific service to an individual or group. This may include outreach to families and individuals, case management, advocacy for service access, peer support, specific information and referral; and other supportive services. The Department of Health will not fund direct clinical/medical services that are reimbursable through other available funding sources.
- **Education/Presentation/Media** - general dissemination of information designed to increase knowledge and understanding of the diversity of LGBT populations, sexual orientation and gender expression. A multitude of methods ranging from the publishing or distribution of pamphlets and brochures, to social media campaigns may be utilized.
- **Training** - instruction that is designed to enhance participants' sensitivity,

awareness and understanding of LGBT individuals, families and diverse populations through learning a new or enhanced set of skills, competencies, and behaviors. Target audiences would include individuals, organizations or the community-at-large including health and human services professionals and staff; educators; and other providers of services to the LGBT population.

- **Technical Assistance** - deals with the development and enhancement of organizational capacity and program development, ensuring program sustainability and growth for continued local, regional and statewide community services to LGBT populations.

## **Anticipated Outcomes**

Applicants should address a minimum of six outcomes (two for each focus area.) Listed below are 12 outcomes that applicants may select to include in their proposal. Other outcomes directly related to the four focus areas may be included in lieu of the outcomes listed below. Successful applicants will be judged on the quality of their approaches leading to achieving expected outcomes.

- **Increasing Cultural Competency for the General Community** - Increase LGBT cultural competency for the general community by decreasing or eliminating provider bias or insensitivity through cultural competency training for social service, health, academic institutions and legal systems.
- **Increasing Cultural Competency for the LGBT Community** - Increase cultural competency in LGBT communities on issues such as race, ethnicity, poverty, gender identity and age.
- **Reducing Risky Health Behaviors among LGBT Individuals** - Improve physical & mental health of LGBT Individuals, specifically focusing on reduction in substance abuse and risky behaviors such as unprotected sex or suicide attempts.
- **Increasing Social Support and Reducing Social Isolation in the LGBT Community** - Increase peer support and information exchange; increase sense of belonging; decrease in the sense of social isolation; enhance opportunities for positive socialization in the LGBT community.
- **Meeting Health and Human Services Needs of LGBT Individuals** - Increase the ability of LGBT individuals to access basic health and human services needs by assisting with establishing access to health care, legal services, housing, etc.; increase access to and utilization of LGBT affirming social or health services; can be directly provided or by referral.
- **Increasing Self-Esteem for the LGBT Community** - Increase in self-esteem and its two components (self-efficacy, self-acceptance), and self-empowerment and self-advocacy.
- **Increasing Community Awareness of LGBT Existence Diversity** - Increase community awareness of LGBT existence, issues, and needs; increase awareness of

diversity among LGBT individuals; includes knowledge of definitions of LGBT words and attitudes towards LGBT people.

- **Increasing LGBT Community Capacity** - Build the capacity of LGBT community coalitions or network/referral links.
- **Increasing LGBT Self-Advocacy and Leadership** - Create new LGBT community leadership and increase LGBT self-advocacy skills.
- **Increasing Safety for the LGBT Community** - Increase safety and reduce violence against LGBT people through the provision of support services and by education of other agencies including legal and law enforcement officials.
- **Providing Housing for LGBT Homeless Individuals** – Assist in acquiring and maintaining housing and support services for homeless LGBT people by providing referrals, legal and counseling assistance.
- **GSA Capacity Building** - Build capacity of Gay-Straight Alliances in schools, including their ability to work to change school climate.

#### **D. Completing the Application – Component A**

Applications should conform to the format prescribed below. Applications should not exceed 15 double spaced pages (not including the program summary, budget pages, logic model and other attachments), be numbered consecutively, be typed using a 12-pitch font, and have one-inch margins on all sides. Failure to follow these guidelines may result in a deduction of up to 5 points.

Please respond to each of the sections described below. Your responses constitute your application. Be complete and specific when responding. Number/letter the narrative response to correspond to each element in the order presented. Please respond to all items within each section. If appropriate, indicate if the element is not relevant to the organization or application.

**In assembling your application, follow the outline provided in the Application Checklist (Attachment 4).**

##### **1. Program Summary**

**Maximum Pages: 2 pages- not counted in page total  
Not Scored**

Summarize the proposed program and briefly describe the purpose of the program and program design, the targeted population(s) and the geographic area(s) to be served, the proposed services, activities, and the anticipated outcomes.



## **2. Applicant Preferences and Organizational Capacity**

**Maximum Pages: 3 pages**

**Maximum Score: 15 points (as delineated below)**

### **Part #1: Preference Factors**

**Maximum Score: 5 points**

- a.** Describe the applicant's existing services, focusing on those reaching the LGBT community. Indicate the length of time these services have been provided and the number of individuals served through current programs/activities. Provide information to demonstrate the agency's commitment, expertise and capacity to serve LGBT individuals and their families including:
  1. History of successfully working with the LGBT community and its diverse populations for a minimum of two years. **1 point**
  2. Board representative of the LGBT populations they intend to serve; complete Attachment 9 describing your Board composition. **1 point**
  3. Management staff representative of the LGBT populations they intend to serve; **1 point**
  4. Direct service staff representative of the LGBT populations they intend to serve. **1 point**
  5. History of a minimum of 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports. **1 point**

### **Part #2: Organizational Capacity**

**Maximum Score: 10 points**

- b.** Briefly describe your agency's services, population(s) targeted, and geographic areas served. Include the number of years of experience providing these services.
- c.** Describe the applicant's experience providing culturally competent services to diverse LGBT populations. Include examples which demonstrate an understanding of social and cultural norms of the populations targeted in the application.

## **3. Statement of Need**

**Maximum Pages: 1 page**

**Maximum Score: 10 points**

Describe the need your agency will be addressing through the proposed program, indicating the applicant's understanding of the underlying purpose and rationale for the proposed activities. Please demonstrate the need for additional resources if similar resources are available in your area.

- a. Specify the proposed population(s) to be reached, including the geographic area(s) to be served.
- b. Provide regional and/or agency specific data describing the targeted geographic area(s) and population(s), and barriers to accessing care, prevention and supportive services.
- c. Describe how members of the LGBT community were involved in the planning and design of the proposed program, and describe the method for maintaining their ongoing involvement in an advisory capacity.

#### **4. Program Design and Activities**

**Maximum Pages: 8 pages**  
**Maximum Score: 36 points**

The proposed Program Design and Activities should be consistent with the Guiding Principles and Program Requirements and the Component A Scope of Services and Guidelines sections of this RFA. In responding to the information required below, the applicant should describe how the applicant will implement the proposed program over a twelve month period. The program design section of the application should include the following information:

**Three of the following focus areas (additional detail can be found on page 14) for the initiative should be addressed:**

- Health Promotion and Access to Health Care
- Improving Access to Mental Health
- Promoting Access to Prevention and Support Services.
- LGBT Cultural Competency

**For each focus area chosen, please describe:**

- 1) The problem to be addressed as it relates specifically to your geographic area and target populations.
- 2) Behavior Theory and/or Theory of Change associated with your proposed intervention (See Page 9 in the Background Statement.)
- 3) The internet, social media and social networks to be utilized in your proposed intervention.
- 4) Two anticipated outcomes (see pages **15-16.**) For each outcome, please describe:
  - a) Modes of delivery associated with the outcome (see **pages 14-15.**)
  - b) Number of individuals to be reached.
  - c) Expected outputs, i.e. results (see sample logic model, Attachment 8) for a twelve month period.

#### **5. Staffing Plan for the Program**

**Maximum Pages: 1 page**  
**Maximum Score: 9 points**

- a. Describe the proposed staffing for the program and the roles and responsibilities of each position. Indicate who will be responsible for development and management of the program.
- b. Describe the plan for providing on-going staff training and support to ensure consistent, high quality services and adherence to program requirements.

## 6. Evaluation

**Maximum Pages: 2**

**Maximum Score: 10 Points**

### **Part I: Logic Model (does not count toward page limit)**

- a. The ability to effectively evaluate your program's progress hinges on the ability to articulate your theory goals, inputs, activities, indicators and projected outputs and outcomes. This is best accomplished through the creation of a logic model for your program. Create a logic model based on the enclosed sample. (See Attachment 8)

### **Part II: Describe Your Evaluation Process**

- b. Describe your agency's overall plan for monitoring the effectiveness of the proposed program. Specify primary indicators and measures that will be used to determine whether services are meeting the needs of clients and the goals of the project.
- c. Describe how your agency will evaluate the effectiveness of the proposed program using a Continuous Quality Improvement approach. Explain how the need to revise the program will be recognized, and how changes will be implemented.
- d. Describe your agency's capacity to produce and submit monthly narrative reports of the funded program's successes and challenges and quarterly data reports on service levels and outcome indicators. Describe how data will flow from the point of service delivery to analysis and reporting.

## 7. Budget

**Use Budget Forms – not counted in page limit**

**Maximum Score: 20 points**

- a. Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages (*Attachment 6*). The five consecutive years' budgets should be labeled as follows:

Budget Year 1-	June 1, 2013 – May 31, 2014
Budget Year 2-	June 1, 2014 – May 31, 2015
Budget Year 3-	June 1, 2015 – May 31, 2016

Budget Year 4-	June 1, 2016 – May 31, 2017
Budget Year 5-	June 1, 2017 – May 31, 2018

- b. The amount requested in each budget year should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA. **For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying.**
- c. For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages.
- d. The Budget Justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e. Attach a copy of the agency's most recent Yearly Independent Audit.
- f. Funding requests are expected to adhere to the following guidelines:
  - Agencies without a federally approved administrative cost rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved administrative cost rate of greater than or equal to 20% may request up to 20%; agencies with a federally approved administrative cost rate of less than 20% may request their approved rate.
  - Funding may only be used to expand existing activities and create new activities pursuant to this RFA. Funds may not be used to supplant funds for currently existing staff and activities. **Agencies currently funded by the AIDS Institute to LGBT Health and Human Services must apply and successfully compete for continuation and/or modification of program services in accordance with the requirements of this RFA.**
  - 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). Ineligible items may include capital expenses, renovations, lobbying, and fundraising activities. The budget amount requested will be reduced to reflect the removal of the ineligible items.
  - All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with Executive Order 38, signed in 2012, governing restrictions on executive compensation.

#### **IV. Component B: Statewide Cultural Competency Training Coordination**

The goal of this component is to prepare non-LGBT health and human service providers and LGBT providers to effectively address the health and human services needs of a diverse LGBT population by demonstrating knowledge and awareness of the unique health disparities of LGBT individuals and their families.

##### **The primary activities will include the following:**

1. Coordinate and oversee cultural competency training activities undertaken by providers funded under Component A;
2. Develop and update Statewide Directory of LGBT culturally competent providers;
3. Identify best practices and provide technical assistance on outcome evaluation for cultural competency training for providers funded under Component A.
4. Develop and conduct LGBT Cultural Competency “Train the Trainers” workshop.

##### **A. Available Funding – Component B**

The amount available for Component B is \$160,000. Funding will support one award to provide coordination of cultural competency training activities to the organizations funded under Component A of this procurement. If there is not an acceptable application (scoring 70 or above) received, the NYSDOH AI reserves the right to resolicit the funding.

##### **B. Who May Apply – Component B**

###### **Applicant Eligibility**

Eligible applicants are:

- Not-for-profit health and human service organizations including but not limited to community based organizations, health centers, civic organizations and academic institutions.

**Applicants may submit only one application in response to this RFA. If more than one application is submitted, the first one opened will be reviewed. All other applications will be rejected.**

###### **Preference Factors**

Preference will be given to applicants that demonstrate their commitment, expertise and capacity to serve LGBT individuals and their families by:

- Demonstrating a history of successful LGBT cultural competency work for a minimum of two years;
- Demonstrating that they have management staff representative of the LGBT populations they intend to serve;
- Demonstrating that they have direct service staff representative of the LGBT populations they intend to serve; and
- Demonstrating a history of a minimum of 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports.

### **C. The Scope of Services and Guidelines – Component B**

The funded applicant under Component B will coordinate and facilitate cultural competency training activities for health and human services to organizations funded under Component A of this procurement. Activities will be conducted on a statewide basis.

#### **Applicants will address the following focus area:**

- **LGBT Cultural Competency** – This includes increasing LGBT cultural competency for the general community by decreasing or eliminating provider bias or insensitivity through cultural competency training for social service, health, academic institutions and legal systems; and increasing cultural competency in LGBT communities including but not limited to issues of race, discrimination, age and gender identity.

#### **Anticipated Outcomes:**

Applicants should address the following outcomes:

1. Development of evaluation indicators that will help Component A grantees assess the outcomes of their training programs in order to demonstrate:
  - Improved knowledge of LGBT health disparities.
  - Improved knowledge of LGBT culture and language.
  - Improved awareness of LGBT diversity.
  - Improved knowledge of disparities for specific subsets of the LGBT population including people of color, transgender individuals, youth and elders, the homeless.
2. Develop criteria for identification of LGBT culturally competent providers.
3. Develop a statewide directory of LGBT culturally competent providers.
4. Identify and disseminate Best Practices in LGBT Cultural Competency training.
5. Develop curriculum for LGBT cultural competency “Train the Trainer” workshop and conduct “Train the Trainer” workshops as needed.

### **D. Completing the Application – Component B**

Applications should conform to the format prescribed below. Applications should not exceed 15 double spaced pages (not including the program summary, budget pages, logic model, and other attachments), be numbered consecutively, be typed using a 12-pitch font, and have one-inch margins on all sides. Failure to follow these guidelines may result in a deduction of up to 5 points.

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

Applicants should refer to the specifics described in this RFA detailing Guiding Principles and Program Requirements when developing this application.

In assembling your application, follow the outline provided in the Application Checklist (Attachment 4)

## **1. Program Summary**

**Maximum Pages: 2 pages- not counted in page total  
Not Scored**

Summarize the proposed program and briefly describe the purpose of the program and program design, and the anticipated outcomes.

## **2. Applicant Preferences and Organizational Capacity**

**Maximum Pages: 3 pages**

**Maximum Score: 15 points (as delineated below)**

### **Part #1: Preference Factors**

**Maximum Score: 5 points**

- a.** Provide information to demonstrate the agency's commitment, expertise and capacity to serve LGBT individuals and their families including:

1. History of successful LGBT cultural competency work for a minimum of two years. **2 points**

2. Management staff representative of the LGBT populations they intend to serve; **1 point**

3. Direct service staff representative of the LGBT populations they intend to serve. **1 point**

4. History of a minimum of 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports. **1 point**

### **Part #2: Organizational Capacity**

**Maximum Score: 10 points**

- b.** Describe the applicant's existing training programs, experience in providing statewide coordination activities, experience developing an LGBT Cultural Competency curriculum and experience in providing technical assistance. Include examples which demonstrate an understanding of social and cultural norms of the populations targeted in the application.

### **3. Statement of Need**

**Maximum Pages: 1 page**  
**Maximum Score: 10 points**

Describe the need your agency will be addressing through the proposed program, indicating the applicant's understanding of the underlying purpose and rationale for the proposed activities.

- a. Describe the need for LGBT cultural competency work among health and human service providers in the general community, providing regional and/or agency specific data describing barriers to accessing care, prevention and supportive services.
- b. Describe the need for cultural competency work among LGBT providers providing regional and/or agency specific data describing barriers to accessing care, prevention and supportive services.
- c. Describe how members of the LGBT community were involved in the planning and design of the proposed program, and describe the method for maintaining their ongoing involvement in an advisory capacity.

### **4. Program Design and Activities**

**Maximum Pages: 8 pages**  
**Maximum Score: 36 points**

The proposed Program Design and Activities should be consistent with the Guiding Principles and Program Requirements of this RFA. In responding to the information below, the applicant should describe how the proposed program will be implemented over a twelve month period.

**Applicants should address the following focus area:**

- LGBT Cultural Competency – This includes increasing LGBT cultural competency for the general community by decreasing or eliminating provider bias or insensitivity through cultural competency training for social service, health, academic institutions and legal systems; and increasing cultural competency in LGBT communities including but not limited to issues of race, discrimination, age and gender identity.

**Applicants should address the following anticipated outcomes:**

1. Describe what evaluation indicators will be used to help Component A grantees assess the outcomes of their training programs in order to demonstrate:
  - Improved knowledge of LGBT health disparities.
  - Improved knowledge of LGBT culture and language.
  - Improved knowledge of LGBT diversity.
  - Improved knowledge of disparities for specific subsets of the LGBT population including people of color, transgender individuals, youth and elders, the homeless.



2. Describe how criteria for identification of LGBT culturally competent providers will be developed.
3. Describe how a statewide directory of LGBT culturally competent providers will be developed.
4. Describe methods and timeline for developing and disseminating “Best Practices in LGBT Cultural Competence training.”
5. Describe preliminary curriculum for a “Train the Trainers Course’ on LGBT cultural competency.
6. Identify preliminary number of anticipated “Train the Trainer’ Workshops.

## **5. Staffing Plan for the Program**

**Maximum Pages: 1 page**

**Maximum Score: 9 points**

- a. Describe the proposed staffing for the program and the roles and responsibilities of each position. Indicate who will be responsible for development and management of the program.
- b. Describe the plan for providing on-going staff training and support to ensure consistent, high quality services and adherence to program requirements.

## **6. Evaluation**

**Maximum Pages: 2**

**Maximum Score: 10 Points**

### **Part I: Logic Model (does not count toward page limit)**

- a. The ability to effectively evaluate your program’s progress hinges on the ability to articulate your goals, inputs, activities, indicators and projected outputs and outcomes. This is best accomplished through the creation of a logic model for your program. Create a logic model based on the enclosed sample. (See attachment 8)

### **Part II: Describe Your Evaluation Process**

- b. Describe your agency’s overall plan for monitoring the effectiveness of the proposed program. Specify primary indicators and measures that will be used to determine whether services are meeting the needs of clients and the goals of the project.
- c. Describe how your agency will evaluate the effectiveness of the proposed program using a Continuous Quality Improvement approach. Explain how the need to revise the program will be recognized, and how changes will be implemented.
- d. Describe your agency’s capacity to produce and submit monthly narrative reports of the funded program’s successes and challenges and quarterly data reports on service levels and outcome indicators. Describe how data will flow from the point of service delivery to analysis and reporting.

## 7. Budget

**Use Budget Forms – not counted in page limit**  
**Maximum Score: 20 points**

- a. Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages (*Attachment 6*). The five consecutive years' budgets should be labeled as follows:

Budget Year 1-	June 1, 2013 – May 31, 2014
Budget Year 2-	June 1, 2014 – May 31, 2015
Budget Year 3-	June 1, 2015 – May 31, 2016
Budget Year 4-	June 1, 2016 – May 31, 2017
Budget Year 5-	June 1, 2017 – May 31, 2018

- b. The amount requested in each budget year should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA. **For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying.**
- c. For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages.
- d. The Budget Justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e. Attach a copy of the agency's most recent Yearly Independent Audit.
- f. Funding requests are expected to adhere to the following guidelines:
- Agencies without a federally approved administrative cost rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved administrative cost rate of greater than or equal to 20% may request up to 20%; agencies with a federally approved administrative cost rate of less than 20% may request their approved rate.
  - Funding may only be used to expand existing activities and create new activities pursuant to this RFA. Funds may not be used to supplant funds for currently existing staff and activities. **Agencies currently funded by the AIDS Institute to LGBT Health and Human Services must apply and successfully compete for continuation and/or modification of program services in accordance with the requirements of this RFA.**
  - 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). Ineligible items may include capital expenses, renovations, lobbying, and fundraising activities. The budget amount requested will be reduced to reflect the removal of the ineligible items.
  - All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated

or to be promulgated by the Department in accordance with Executive Order 38, signed in 2012, governing restrictions on executive compensation.

**V. Component C: Statewide Coordination of LGBT – Related Activities for Organizations Funded under Component A and Emerging Organizations**

The successful Component C applicant will provide coordination of LGBT-related activities to agencies funded under Component A of this procurement and emerging organizations.

**A. Available Funding – Component C**

The amount available for Component C is \$225,000. Funding will support one award. If there is not an acceptable application (scoring 70 or above) received, the NYSDOH AI reserve the right to resolicit the funding.

**B. Who May Apply – Component C**

**Applicant Eligibility**

Eligible applicants are:

- Not-for-profit health and human service organizations including but not limited to community based organizations, health centers, civic organizations and academic institutions.

**Applicants may submit only one application in response to this RFA. If more than one application is submitted, the first one opened will be reviewed. All other applications will be rejected.**

**Preference Factors**

Preference will be given to applicants that demonstrate their commitment, expertise and capacity to serve LGBT individuals and their families by:

- Demonstrating they have a history of providing technical assistance for program development and enhancing organizational capacity to LGBT health and human services providers for a minimum of two years;
- Demonstrating that they have a Board representative of the LGBT populations they intend to serve;
- Demonstrating that they have management staff representative of the LGBT populations they intend to serve;
- Demonstrating that they have direct service staff representative of the LGBT populations they intend to serve; and
- Demonstrating a history of a minimum of 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports.

**C. The Scope of Services and Guidelines – Component C**

Component C (Organizations with a statewide reach) activities funded under this initiative should address the focus areas described below:

- **Organizational/Program Support** - to be provided to Component A and emerging organizations, as requested, via an array of activities including strategic planning; community engagement, cultural competency training, capacity building, program development, and organizational development. May also include coordination of statewide activities and events, e.g., creating outreach tools to support increased diversity, assistance with improving organizational efficiencies such as obtaining affordable health insurance and facilitating a statewide project engaging the Component A providers in addressing a health disparity identified as a priority.
- **Information and Technical Assistance to New York State Agencies** – Respond to requests for information and technical assistance from New York State agencies, by referring them to Component A providers or other appropriate organizations or individuals to assist them in developing services and initiatives that are responsive to LGBT individuals and families.

### **Anticipated Outcomes**

Applicants should address all anticipated outcomes.

1. Annual Conference – Develop, coordinate and administer an annual 1-2 day conference for all providers funded under this initiative and emerging organizations in collaboration with the New York State Department of Health.
2. Increase in awareness and sensitivity of LGBT health and human services need among state agencies and other government entities.
3. Development and dissemination of organizational best practices, policies and procedures manual for providers funded under Component A and emerging organizations.
4. Increased program development and organizational capacity for providers funded under Component A and emerging organizations.
5. Update of Statewide LGBT Health and Human Services Needs Assessment.

### **D. Completing the Application – Component C**

Applications should conform to the format prescribed below. Applications should not exceed 15 double spaced pages (not including the program summary, budget pages, logic model and other attachments), be numbered consecutively, be typed using a 12-pitch font, and have one-inch margins on all sides. Failure to follow these guidelines may result in a deduction of up to 5 points.

Please respond to each of the sections described below. Your responses constitute your application. Be complete and specific when responding. Number/letter the narrative response to correspond to each element in the order presented. Please respond to all items within each section. If appropriate, indicate if the element is not relevant to the organization or application.

Applicants should refer to the specifics described in this RFA detailing Guiding Principles and Program Requirements and Component C Scope of Services and Guidelines when developing this application.

**In assembling your application, follow the outline provided in the Application Checklist (Attachment 4)**

**1. Program Summary**

**Maximum Pages: 2 pages- not counted in page total  
Not Scored**

Summarize the proposed program and briefly describe the purpose of the program and program design, and the anticipated outcomes.

**2. Applicant Preferences Factors and Organizational Capacity**

**Maximum Pages: 3 pages**

**Maximum Score: 15 points (as delineated below)**

**Part #1: Preference Factors**

**Maximum Score: 5 points**

- a. Describe the applicant's existing services, focusing on those reaching the LGBT community. Indicate the length of time these services have been provided and the number of individuals served through current programs/activities. Provide information to demonstrate the agency's commitment, expertise and capacity to serve LGBT individuals and their families by:
  1. History of providing technical assistance for program development and enhancement of organizational to LGBT health and human services providers for a minimum of two years; **1 point**
  2. Board representative of the LGBT populations they intend to serve; Complete Attachment 9 describing your Board composition. **1 point**
  3. Management staff representative of the LGBT populations they intend to serve; **1 point**
  4. Direct service staff representative of the LGBT populations they intend to serve. **1 point**
  5. History of a minimum of 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports. **1 point**

**Part #2: Organizational Capacity**

**Maximum Score: 10 points**

- b. Briefly describe your agency's services, population(s) targeted, and geographic areas served. Include the number of years of experience providing these services.
- c. Describe the applicant's experience providing technical assistance for program development and enhancement of organizational to LGBT health and human services providers.

### 3. Statement of Need

**Maximum Pages: 1 page**  
**Maximum Score: 10 points**

Describe the need your agency will be addressing through the proposed program, indicating the applicant's understanding of the underlying purpose and rationale for the proposed activities.

- a. Describe the types of technical assistance for enhancement of organizational capacity and program development needs facing LGBT health and human services providers.
- b. Provide regional and/or agency specific data describing the targeted geographic area(s) and population(s), and barriers to accessing care, prevention and supportive services.
- c. Describe how members of the LGBT community were involved in the planning and design of the proposed program, and describe the method for maintaining their ongoing involvement in an advisory capacity.

### 4. Program Design and Activities

**Maximum Pages: 8 pages**  
**Maximum Score: 35 points**

The proposed Program Design and Activities should be consistent with the Guiding Principles and Program Requirements and the Component C Scope of Services and Guidelines sections of this RFA.

Describe how the applicant will implement the proposed program over a twelve month period.

#### **Applicants should address the following focus areas:**

- Organizational/Program Support - to be provided to Component A and emerging organizations, as requested, via an array of activities including strategic planning; community engagement, cultural competency training, capacity building, program development, and organizational development. May also include coordination of statewide activities and events, e.g., creating outreach tools to support increased diversity, assistance with improving organizational efficiencies such as obtaining affordable health insurance and facilitating a statewide project engaging the Component A providers in addressing a health disparity identified as a priority.
- Information and Technical Assistance to New York State Agencies – Respond to requests for information and technical assistance from New York State agencies, by referring them to Component A providers or other appropriate organizations or individuals to assist them in developing services and initiatives that are responsive to LGBT individuals and families.

**Applicants should address all anticipated outcomes:**

1. Describe the goals and program content of the Annual Technical Assistance Conference for all providers funded under Component A and emerging organizations in collaboration with the Department of Health.
2. Describe goals and preliminary plans to increase awareness and sensitivity of LGBT health and human services needs among State Agencies and other government entities.
3. Describe content and activities to be undertaken in the development of a manual of organizational best practices, policies and procedures for providers funded under Component A and emerging organizations.
4. Describe goals for an updated Statewide LGBT Health and Human Services Survey. If subcontracting to a consultant, provide preliminary scope of services and desired consultant qualifications.
5. Describe goals and activities for providing on-going technical assistance on program development for providers funded under Component A and emerging organizations.

**5. Staffing Plan for the Program**

**Maximum Pages: 1 page**  
**Maximum Score: 10 points**

- a. Describe the proposed staffing for the program and the roles and responsibilities of each position. Indicate who will be responsible for development and management of the program.
- b. Describe the plan for providing on-going staff training and support to ensure consistent, high quality services and adherence to program requirements.

**6. Evaluation**

**Maximum Pages: 2**  
**Maximum Score: 10 Points**

**Part I: Logic Model (not included in page count)**

- a. The ability to effectively evaluate your program's progress hinges on the ability to articulate your theory of change, inputs, activities, indicators and projected outputs and outcomes. This is best accomplished through the creation of a logic model for your program. Create a logic model based on the enclosed sample. (See attachment 8)

**Part II: Describe Your Evaluation Process**

- b. Describe your agency's overall plan for monitoring the effectiveness of the proposed program. Specify primary indicators and measures that will be used to determine whether services are meeting the needs of clients and the goals of the project.
- c. Describe how your agency will evaluate the effectiveness of the proposed program using a Continuous Quality Improvement approach. Explain how the need to revise the program will be recognized, and how changes will be implemented.

- d. Describe your agency's capacity to produce and submit monthly narrative reports of the funded program's successes and challenges and quarterly data reports on service levels and outcome indicators. Describe how data will flow from the point of service delivery to analysis and reporting.

## 7. Budget

### Use Budget Forms – not counted in page total Maximum Score: 20 points

- a. Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages (*Attachment 6*). The five consecutive years' budgets should be labeled as follows:

Budget Year 1-	June 1, 2013 – May 31, 2014
Budget Year 2-	June 1, 2014 – May 31, 2015
Budget Year 3-	June 1, 2015 – May 31, 2016
Budget Year 4-	June 1, 2016 – May 31, 2017
Budget Year 5-	June 1, 2017 – May 31, 2018

- b. The amount requested in each budget year should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined in the RFA for **which you are applying**. **For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying**
- c. For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages.
- d. The Budget Justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e. Attach a copy of the agency's most recent Yearly Independent Audit.
- f. Funding requests are expected to adhere to the following guidelines:
- Agencies without a federally approved administrative cost rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved administrative cost rate of greater than or equal to 20% may request up to 20%; agencies with a federally approved administrative cost rate of less than 20% may request their approved rate.
  - Funding may only be used to expand existing activities and create new activities pursuant to this RFA. Funds may not be used to supplant funds for currently existing staff and activities. **Agencies currently funded by the AIDS Institute to LGBT Health and Human Services must apply and successfully compete for continuation and/or modification of program services in accordance with the requirements of this RFA.**
  - 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). Ineligible items may include capital expenses, renovations, lobbying, and fundraising activities. The budget amount requested will be reduced to reflect the removal of the ineligible items.

- All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with Executive Order 38, signed in 2012, governing restrictions on executive compensation.

## **VI. Administrative Requirements**

### **A. Issuing Agencies**

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

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

All substantive questions must be submitted in writing to:

**Carmen Vazquez**  
**Coordinator**  
**LGBT Health and Human Services Unit**  
**Email: [lgbthhs@health.state.ny.us](mailto:lgbthhs@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 email address noted above.

**All questions must be received by the date referenced on the cover page of the RFA.**

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>. Responses to written questions and any updates/modifications to this RFA will be posted on the website listed above by the date referenced on the cover page of the RFA.

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

An applicant conference will not be held for this solicitation. Submission of a Letter of Interest is strongly encouraged but not mandatory. It should clearly specify which component of the RFA is being applied for. The Letter of Interest should be received by the date posted on the cover page of the RFA. Failure to submit a Letter of Interest will NOT preclude the submission of an application. A sample Letter of Interest format is included as Attachment 2 of this RFA.

**Email letters to: [lgbthhs@health.state.ny.us](mailto:lgbthhs@health.state.ny.us)**

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

An original application, signed by the Chief Executive Officer of the organization and six copies **must be received** at the following address by the date referenced on the cover page of the RFA. Late applications will not be accepted\*.

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

**Albany, New York 12237-0658**

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 reserves 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'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 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.
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.

## **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.

It is expected that contracts resulting from this RFA will have the following time period: June 1, 2013 – May 31, 2018. Continued funding throughout this period is contingent on satisfactory contractor performance and availability of funds.

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

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

Contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such invoices by the NYSDOH shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Monthly 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 plan 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.

Payment and reporting requirements will be detailed in Appendix C of the final grant 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](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://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 7 (Vendor Responsibility Attestation).

## **I. General Specifications**

1. By signing the "Letter of Commitment from Board of Directors or Equivalent Official" (Attachment 3) 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 Contracts**

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

<b>APPENDIX A</b>	Standard Clauses for All New York State Contracts
<b>APPENDIX A-1</b>	Agency Specific Clauses for all Department of Health contracts
<b>APPENDIX A-2</b>	Standard Clauses for all AIDS Institute Contracts
<b>APPENDIX B</b>	Budget
<b>APPENDIX C</b>	Payment and Reporting Schedule
<b>APPENDIX D</b>	Work plan
<b>APPENDIX E</b>	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:

1. **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.

**2. 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.

**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.**

## **VII. 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:

- 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 acute submission of fiscal and program reports; and

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-Program Design & Activities – will receive the award.

In the event that additional 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 population. 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 **ten days** 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](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).



## **ATTACHMENTS TO THE RFA**

## 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, licenser, licensee, lessor, lessee or any other party):

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

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

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

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

retained the documentation of these efforts to be provided upon request to the State;

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

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

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

#### **21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

#### **22. 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.

# GRANT CONTRACT (STANDARD)

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

## 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 F	AIDS Institute Policy
_____	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: \_\_\_\_\_

\_\_\_\_\_  
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

\_\_\_\_\_

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 COMPTROLLER'S SIGNATURE

\_\_\_\_\_

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

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, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

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

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

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

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

### III. Terminations

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

### IV. Indemnification

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

### V. Property

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

VI. Safeguards for Services and Confidentiality

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



APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

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

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

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

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 2701, 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 an 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 – Any proposed modification to the contract which results in a change equal to or greater than 10 percent(for contracts less than five million dollars) or 5 percent(for contracts more than five million dollars) to the total contract value must be submitted to OSC for approval;
    - ◆ Appendix C - Section II, Progress and Final Reports;
    - ◆ Appendix D - Program Workplan will require OSC approval.
  - b. To make any other modification of this AGREEMENT within an existing PERIOD,

the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

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

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

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

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



APPENDIX B

BUDGET  
(sample format)

Organization Name: \_\_\_\_\_

Budget Period: Commencing on: \_\_\_\_\_ Ending on: \_\_\_\_\_

Personal Service

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

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

Other Than Personal Service	Amount
-----------------------------	--------

Category

Supplies

Travel

Telephone

Postage

Photocopy

Other Contractual Services (specify)

Equipment (Defray Cost of Defibrillator)

TOTAL OTHER THAN PERSONAL SERVICE	_____
-----------------------------------	-------

GRAND TOTAL	_____
-------------	-------

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

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### I. Payment and Reporting Terms and Conditions

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

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

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

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

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

- B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 855-233-8363. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

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

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

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

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

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

## II. Progress and Final Reports

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

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

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

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

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

#### I. CORPORATE INFORMATION

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

#### II. SUMMARY STATEMENT

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

#### III. PROGRAM GOALS

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

#### IV. SPECIFIC DELIVERABLES

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

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

# **APPENDIX 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.



Agency Code 12000  
APPENDIX X

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

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

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

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

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

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

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

-----

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

**CONTRACTOR SIGNATURE:**

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

(signature)

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

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

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

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

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

-----

**STATE AGENCY SIGNATURE**

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

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

(signature)

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

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

-----

**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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

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

## Attachment 2: Sample Letter of Interest to Apply

### RFA # 12-0001 Health & Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities

Date:

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

Dear Ms. White:

On behalf of (Name of organization), we hereby inform you that we are interested in applying for the above Request for Applications (RFA).

Please check the **one** component you are planning to apply for.

- ☐ Component A: LGBT Health and Human Services
- ☐ Component B: Cultural Competency Coordination
- ☐ Component C: Statewide Coordination

Component A (Only)

Service Region(s): Check the primary region you are projecting to serve (**only one may be checked**).

- ☐ Bronx ☐ Brooklyn ☐ Manhattan ☐ Queens ☐ Staten Island
- ☐ Long Island Suffolk ☐ Long Island Nassau
- ☐ Hudson Valley ☐ Northeastern NY ☐ Finger Lakes/Southern Tier
- ☐ Central New York ☐ Western NY

Components B, C will address statewide coordination.

Sincerely,

Name  
Title  
Address  
Email

**Attachment 3: Sample Letter of Commitment from the Board of Directors or Equivalent Official**

**RFA # 12-0001 Health & Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities**

Date:

Valerie J. White

Deputy Director, Administration and Data Systems

New York State Department of Health/AIDS Institute

ESP, Corning Tower, Room 478

Albany, New York 12237

Dear Ms. White:

This letter certifies that the Board of Directors **(or Equivalent Official)** of **(Applicant Organization)** has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the “ Health and Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities, RFA # .

The Board **(or Equivalent Official)** is committed to ensuring that the proposed LGBT health & human services will be provided and that qualified staff will be recruited appropriately trained and have sufficient in-house leadership and resources to effectively implement the program.

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

☐ For Component A:

- Not-for-profit 501(c)(3) community-based organizations, or
- Academic Institution

☐ For Component B:

- Not-for-profit 501(c)(3) community-based organizations, or
- Academic Institution

☐ For Component C:

- Not-for-profit 501(c)(3) community-based organizations, or
- Academic Institution

Sincerely,

Name

Board of Directors or Equivalent Official

Applicant Agency Name

#### **Attachment 4: Application Checklist**

#### **RFA # 12-0001 Health & Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities**

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

- ☐ Application Cover Page (Attachment 5)
- ☐ Application Checklist (Attachment 4)
- ☐ Letter of Commitment from the Board of Directors or Equivalent Official (Attachment 3)
- ☐ Application Content:

**Not to exceed the following number of double-spaced pages of text for Component:**

Component A: 15 pages

Component B: 15 pages

Component C: 15 pages

- ☐ Program Summary
- ☐ Applicant Preferences and Organizational Capacity
- ☐ Statement of Need
- ☐ Program Design and Activities
- ☐ Staffing Plan
- ☐ Evaluation

- ☐ Budget and Justification (Attachment 6)
- ☐ Vendor Responsibility Attestation Form (Attachment 7)
- ☐ Sample Logic Model (Attachment 8)
- ☐ Listing of Board of Directors/Task Force Members (Attachment 9)
- ☐ Most Recent Yearly Independent Audit

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

**Attachment 5 (page 1 of 2) Application Cover Page**

**RFA # 12-0001 Health and Human Services for Lesbian, Gay, Bisexual & Transgender Individuals, Families and Communities.**

**NOTE: Applicants may submit no more than one application in response to this RFA.**

- **If more than one application is submitted, the first application that is opened will be reviewed and considered for funding. All other applications will be rejected.**

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

Agency's Federal ID Number: \_\_\_\_\_

Contact Person (please type or print): \_\_\_\_\_

Contact Person's Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

County/Borough: \_\_\_\_\_

**Please indicate the Component you are applying for:**

Component (please check only one): ☐ Component A ☐ Component B  
☐ Component C

**Attachment 5 (page 2 of 2)**

**If applying for Component A,** applicants are requested to select their primary region of service on the cover page of the application to be considered for funding. The primary region of service for the application should be based on the location where the largest number of clients is served. If a primary region is not selected, the AIDS Institute will determine the primary region based on where the largest number of clients is being proposed to be served. This does not preclude an applicant from proposing to serve one or more counties outside a defined service region, however, the maximum amount of funding they can request is \$125,000.

**Please indicate the primary Region:**

- ☐ Bronx      ☐ Brooklyn   ☐ Manhattan   ☐ Queens      ☐ Staten Island
- ☐ Long Island Suffolk      ☐ Long Island Nassau
- ☐ Hudson Valley   ☐ Northeastern NY      ☐ Finger Lakes/Southern Tier
- ☐ Central New York      ☐ Western NY

**If applying for Component B, or C applicants should provide statewide services**

**Total Amount of Funding Requested:** \_\_\_\_\_



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

**Attachment 6**

**Contractor:** \_\_\_\_\_  
**Contract Period:** \_\_\_\_\_  
**Federal ID #:** \_\_\_\_\_  
**NYS Vendor ID #:** \_\_\_\_\_

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

## Salaries

**Contractor:****Contract Period:**

Federal ID #:

**NYS Vendor ID#:**

Number of pay periods in a calendar year: \_\_\_\_\_

Number of hours in full-time agency work week : \_\_\_\_\_

[illegible]

## Fringe Benefits and Position Descriptions

Contractor:

Contract Period:

Federal ID #:

NYS Vendor ID #: If additional space is needed, insert it in the space on this page 1a.

Indicate typical work week The

Col 3 x Col 4 x Col 5

### 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 2-7 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 the statement of functional expenses supporting the figures listed in #2 and #3.*

6. Requested rate and amount for fringe benefits:

Rate Requested (%) :

Amount Requested (\$) :

7. If the rate requested exceeds the rate supported by latest audited financials, please justify below.

### POSITION DESCRIPTIONS

For each position listed on the salaries budget page, provide a brief description of the duties that would be supported by this contract. These descriptions should be consistent with what is provided in the program narrative. If additional space is needed, attach page 3a.

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

## Position Descriptions (continued)

**Contractor:**

**Contract Period:**

**Federal ID #:** If additional space is needed, attach page 1a.

Indicate typical work week for

The

Col 3 x Col 4 x Col 5

**NYS Vendor ID#:**

For each position listed on the salaries budget page, provide a brief description of the duties that would be supported by this contract. These descriptions should be consistent with what is provided in the program narrative. If additional space is needed, attach page 3a.

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Supplies, Travel and Equipment

Contractor:

Contract Period:

Federal ID #:

NYS Vendor ID#:

If additional copies are needed, include this on this page 1a.

Indicate typical work week for T

Col 3 x Col 4 x Col 5

Show anticipated use of

SUPPLIES : Include items with an individual unit cost under \$1,000 and all software.

Office : \_\_\_\_\_

Program : \_\_\_\_\_

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

(Includes Office Supplies/Software not related to patient care.)

TRAVEL : Include staff, client and conference travel. Contract manager approval is required for out-of-state travel. Funds budgeted for conference travel must be directly related to the funded program. Contractors without reimbursement policies should use New York State travel reimbursement policy.

Is mileage requested?  
(For personal auto or agency auto, proof of liability insurance is required. )

☐ YES

☐ NO

Staff : \_\_\_\_\_

Client : \_\_\_\_\_

Conference : \_\_\_\_\_

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

EQUIPMENT : Itemize the anticipated purchase of all computers and AIRS related equipment (regardless of price) and any items with a unit cost of \$1,000 or more. Contractors are required to maintain three bids on file for items with a unit cost exceeding \$2,000 or for a group of like items whose total cost exceeds \$2,000.

Item	Amount	Justification
<div>Total : _____</div>		

Miscellaneous

Contractor:

Contract Period:

Federal ID #: If additional space is provided in the prior page 1a.

NYS Vendor ID#:

Indicate typical work week for The

Col 3 x Col 4 x

Show anticipated use of revenue

<div>TELECOMMUNICATIONS : <i>Detail below the methodology and calculation used to allocate telecommunication costs to this contract. Include costs for all telephone lines funded by this contract, including fax and modem lines. Also include any telecommunication installation or equipment costs, hotline, long distance, cell phone, internet or beeper expenses that apply to this contract.</i></div> <table><thead><tr><th>Item</th><th>Amount</th></tr></thead><tbody><tr><td colspan="2">Total : _____</td></tr></tbody></table>	Item	Amount	Total : _____		<div>OTHER : <i>May include audit, postage, printing, insurance, equipment rental or maintenance, stipends, media advertising, recruitment or other appropriate costs.</i></div> <table><thead><tr><th>Item</th><th>Calculation Used for Shared Costs</th><th>Amount</th></tr></thead><tbody><tr><td colspan="3">Total : _____</td></tr></tbody></table>	Item	Calculation Used for Shared Costs	Amount	Total : _____		
Item	Amount										
Total : _____											
Item	Calculation Used for Shared Costs	Amount									
Total : _____											
<div>SPACE : <i>Detail below the methodology and calculation used to allocate space costs for each location supported by this contract. Provide an address for each location.</i></div> <table><tbody><tr><td colspan="2">Total : _____</td></tr></tbody></table>	Total : _____										
Total : _____											
<div><small>If additional space is provided in the prior page 1a.</small></div> <div><small>Indicate typical work week for The</small></div> <div><small>Col 3 x Col 4 x</small></div> <div><small>Show anticipated use of</small></div> <div>MISCELLANEOUS (Telecommunications, Space and Other _____)</div>											

## Subcontracts/Consultants & Indirect Costs

**Contractor:**

**Contract Period:**

**Federal ID #:**

**NYS Vendor ID#:**

If additional expenses needed, insert in this column

Indicate typical

The amount needed to support

Col 3 x Col 4

Show anticipated use of revenue

### 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

If additional expenses needed, insert in this column

Indicate typical

The amount needed to support

Col 3 x Col 4

Show anticipated use of

**Total :**

### INDIRECT COSTS *Costs used to support the indirect rate requested may NOT be directly billed to the contract.*

Does your agency have a federally approved indirect cost rate?

☐ **YES** Rate Approved (%) : \_\_\_\_\_  
 Rate Requested (%) : \_\_\_\_\_  
 Amount Requested <sup>(1) and (2)</sup> (\$) : \_\_\_\_\_

*(1) Ryan White funded providers may only request up to a 10% Indirect Cost Rate if they have a federally approved rate. Without a federally approved rate indirect cost rate, Ryan White providers cannot request indirect costs.*

*(2) All other contractors with a federally approved rate may request up to 20% of their approved rate unless otherwise stated in the RFA from which this contract was selected.*

*(3) Non Ryan White contractors without a federally approved rate may request an indirect rate up to 10%. Health Research Inc. contractors requesting indirect costs without a federally approved rate must complete the indirect cost worksheet on the last tab of this workbook, and sign below to confirm costs included in this rate are not duplicated elsewhere on the contract.*

Submit a copy of the federally approved indirect rate agreement to support the request.

☐ **NO** Indicate the requested rate and amount for indirect costs.  
 Rate Requested (%) : \_\_\_\_\_  
 Amount Requested <sup>(1) and (3)</sup> (\$) : \_\_\_\_\_

Grant and Foundation Funding from All Other Sources

Contractor:

Contract Period:

Federal ID #:

Indicate typical work week for The

NYS Vendor ID #:

List all grant and foundation funding which supports HIV/STD or LGBT health and human services 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 #:**

**NYS Vendor ID#:**

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

## COMPLETING EXCEL BUDGET FORMS

**General notes on Budget Forms:** The budget forms are only available in Excel. All worksheets in the workbook have been protected to lock the formulas that carry data between the pages. No password is required to unprotect the worksheets.

### Page 1 - Summary Budget

- A. Enter identifying information such as contractor name, contract period, federal ID and NYS Vendor ID on the top left hand side of Summary Budget Form. This information will carry forward to all backup forms.
- B. Budget amounts entered on each backup form of this workbook will carry forward to this form.
- C. The only column that may need to be completed on the summary budget form is the column labeled Third Party Revenue. This column should only be used if a grant-funded position on this contract generates revenue. This could be either Medicaid or ADAP Plus. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third Party Revenue column.

### Page 2- Personal Services

Please refer to the instructions regarding the information required in each column. These instructions are provided at the top of each column. 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.

Following is a description of each column in the personal services category:

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

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

Column 3: For each position, indicate the total annual salary regardless of funding source. Any anticipated raises should be included in the initial budget. If a position has two different salaries or percents of effort during the course of the year, list the position on two lines to reflect each period of time.

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 Third Party Revenue (if any) will carry forward to page 1 (the Summary Budget).

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

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

The bottom of page 3 and all of page 3A is for position descriptions. For each position, 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. These descriptions should be consistent with what is provided in the program narrative. Additional pages may be attached if necessary.

### **Page 4 –Supplies, Travel and Equipment**

Estimate the cost for all supplies, travel and equipment required for this program. Justify these expenses in the space provided on the last page of the workbook.

### **Page 5- Telecommunications, Space and Other**

Provide estimates for the costs of telecommunications, space and any miscellaneous other expenses that do not fall into one of the other budget categories. For any shared expenses, provide the calculation used to support this contract's share of the expense.

### **Page 6- Subcontracts/Consultants and Indirect Costs**

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

### **Page 7- Grant Funding From All Other Sources**

Indicate all funding your agency receives for HIV/STD-related services. Research grants do not need to be included.

### **Budget Justification**

Provide a narrative justification for each **non-personal** service item for which you are requesting reimbursement. (The position descriptions on page 3 serve as Personal Service justification.) The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project. Additional sheets can be attached if necessary.

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

**Attachment 7 : Vendor Responsibility Attestation**

**RFA # 12-0001 Health and Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities**

## **Vendor Responsibility Attestation**

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

**Choose one:**

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

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Attachment 8: Logic Model

**RFA #** Health and Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities

**Program Name:** WayOut Youth

**Problem Statement:** LGBTQ youth age 13-16 face bullying and family rejection. They have few social supports and coping skills. Adolescents are coming out at younger ages and there are no services in our geographic region to address their unique developmental needs.

Goal	Objectives	Outputs / Activities	Immediate Outcomes	Long Term Outcomes
To decrease bullying and family rejection for LGBTQ youth.	Provide LGBTQ youth age 13-16 with age appropriate activities designed to increase resilience to bullying and provide social support to mitigate family rejection.	Run a weekly group in 12-week cycles (3 times per year) including: Team-building exercises Disclosure and coping strategies Social activities Group problem-solving  Anti-bullying training in schools  Activities for youth and their families	High attendance and retention at the program  After 12 weeks, students score better on scales measuring coping and resilience, report increased awareness and utilization of LGBTQ supports and report fewer instances of bullying  Schools that were provided training will implement and enforce anti-bullying policies and protocols.	Schools report a decrease in incidences of LGBTQ bullying.  LGBTQ youth participants report an increase in positive family interaction.

**Attachment 9: Listing of Board of Directors/Task Force Members**

**RFA # 12-0001 - 1207260121 Health and Human Services for Lesbian, Gay, Bisexual and Transgender Individuals, Families and Communities**

<b>LISTING OF BOARD OF DIRECTORS/TASK FORCE MEMBERS</b>
---

**ORGANIZATION:** \_\_\_\_\_

**TOTAL NUMBER OF BOARD/TASK FORCE MEMBERS:** \_\_\_\_\_

<b>Board/Task Force Member Name Address and Telephone Number and Affiliation</b>	<b>Office Held</b>	<b>Term</b>	<b>Committee Assignments</b>

**PLEASE INDICATE THE NUMBER OF BOARD MEMBERS WHO CONSIDER THEMSELVES AMONG THE FOLLOWING CATEGORIES. (These numbers may be duplicative.)**

- \_\_\_\_\_ Persons Living with HIV or AIDS
- \_\_\_\_\_ Racial/Ethnic Minorities
- \_\_\_\_\_ Gay Men/Men Who Have Sex with Men
- \_\_\_\_\_ Heterosexually-Identified Men and Women
- \_\_\_\_\_ Substance User Community
- \_\_\_\_\_ Lesbians/Women Who Have Sex with Women
- \_\_\_\_\_ Transgender Individuals
- \_\_\_\_\_ Clients

## 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 divulgación de Información sobre salud e información confidencial relacionada con el VIH

Este formulario autoriza la divulgación de información sobre salud incluyendo la información relacionada con el VIH. Usted puede elegir divulgar solo la información sobre su salud no relacionada con el VIH, solo la información sobre su salud relacionada con el VIH, o ambas. Su información puede estar protegida contra la divulgación por la legislación federal y estatal sobre privacidad. La información confidencial relacionada con el VIH es toda información que indica que una persona se ha realizado una prueba relacionada con el VIH, o está infectada con VIH, padece una enfermedad relacionada con el VIH o cualquier otra información que pueda indicar que una persona ha estado potencialmente expuesta al VIH.

Conforme a lo dispuesto por la legislación del estado de Nueva York, la información relacionada con el VIH solo puede entregarse a las personas que usted haya autorizado mediante un permiso escrito de divulgación. Esta información también puede ser divulgada a los siguientes prestadores de salud que le brindan cuidados a usted o a su hijo expuesto: funcionarios de salud cuando la ley así lo requiera; aseguradores, para autorizar un pago; personas involucradas en cuidados de crianza o adopción; personal oficial correccional, de libertad condicional y bajo palabra; personal de emergencia o de atención de la salud accidentalmente expuestos a su sangre, o por orden judicial especial. En virtud de la ley del estado de Nueva York, a las personas que divulguen ilegalmente información relacionada con el VIH se les puede aplicar una multa de hasta \$5000 y hasta un año de cárcel. Sin embargo, algunas divulgaciones posteriores de información relacionada con la salud o el VIH no están protegidas por la legislación federal. Para obtener más información sobre la confidencialidad del VIH, llame a la línea gratuita de confidencialidad sobre VIH del Departamento de Salud del estado de Nueva York al 1-800-962-5065; para obtener más información sobre protección federal de la privacidad, llame a la Oficina de derechos civiles al 1-800-368-1019. También puede comunicarse con la División de Derechos Humanos del estado de Nueva York al 1-888-392-3644.

Las marcas en las siguientes casillas y su firma en este formulario autorizan la entrega de información sobre salud o relacionada con el VIH a las personas que aparecen en la página dos (y en hojas adicionales en caso de ser necesario) del formulario, por el(los) motivo(s) indicado(s). Usted puede solicitar a la institución o persona que divulga la información sobre su salud que le entregue una copia de este formulario.

Autorizo la divulgación de (marque lo que corresponda):

- ☐ Mi información relacionada con el VIH
- ☐ Mi información de salud no relacionada con el VIH
- ☐ Ambas (información de salud no relacionada con VIH e información relacionada con VIH)

Nombre y domicilio de la institución/persona que divulga la información relacionada con el VIH:

\_\_\_\_\_  
\_\_\_\_\_

Nombre de la persona cuya información será divulgada: \_\_\_\_\_

Nombre y domicilio de la persona que firma este formulario (si difiere de las anteriores):

\_\_\_\_\_  
\_\_\_\_\_

Relación con la persona cuya información será divulgada: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describir la información que se va a divulgar: \_\_\_\_\_

Motivo de divulgación de la información: \_\_\_\_\_

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

Excepciones al derecho de revocar el consentimiento, si existe alguna:

\_\_\_\_\_  
\_\_\_\_\_

Descripción de las consecuencias, en caso de existir, sobre el tratamiento, pago, registro o elegibilidad para obtener beneficios, si no se autoriza la divulgación  
(Nota: los reglamentos federales de privacidad pueden restringir algunas consecuencias):

\_\_\_\_\_  
\_\_\_\_\_

Firme abajo **solo** si desea autorizar a todas las instituciones/personas indicadas en las páginas 1, 2 (y 3, si se utilizó) de este formulario a compartir información entre sí con el fin de proveer atención y servicios de salud.

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

**\* Esta autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH cumple con la HIPAA. Si solo se divulga información de salud no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación de salud general que cumpla con lo dispuesto por la HIPAA.**

**Autorización para divulgación de Información sobre salud  
e información confidencial relacionada con el VIH\***

**Completar la información de cada institución/persona a la que se entregará información general o información relacionada con el VIH.  
Agregar más hojas según sea necesario. Se recomienda tachar las líneas en blanco antes de firmar.**

Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

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Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

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Si la información que se va a divulgar a esta institución/persona es limitada, indíquelo:

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Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

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Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

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Si la información que se va a divulgar a esta institución/persona es limitada, indíquelo:

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La ley lo protege de la discriminación relacionada con el VIH con respecto a vivienda, empleo, atención de la salud y otros servicios. Para obtener más información, llame a la Comisión de Derechos Humanos de la Ciudad de Nueva York al (212) 306-7500 o a la División de Derechos Humanos del estado de Nueva York al 1-888-392-3644.

Se han respondido mis preguntas sobre este formulario. Sé que no debo permitir que se divulgue la información sobre mi salud o la información relacionada con el VIH, y que puedo cambiar de opinión en cualquier momento y revocar la autorización notificando por escrito a la institución/persona a la que se dio el permiso de divulgación. Autorizo a la institución/persona indicada en la página uno a divulgar información relacionada con la salud o el VIH de la persona nombrada en la página uno a las organizaciones/personas indicadas.

Firma \_\_\_\_\_ Fecha \_\_\_\_\_  
(SUJETO DEL QUE SE INFORMA O REPRESENTANTE LEGALMENTE AUTORIZADO)

Si se trata del representante legal, indique relación con el sujeto:

Nombre en letra de molde \_\_\_\_\_

Número de cliente/paciente \_\_\_\_\_

**\* Esta autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH cumple con la HIPAA. Si solo se divulga información de salud no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación de salud general que cumpla con lo dispuesto por la HIPAA.**

**Autorización para divulgación de Información sobre salud  
e información confidencial relacionada con el VIH\***

**Completar la información de cada institución/persona a la que se entregará información general o información relacionada con el VIH.  
Agregar más hojas según sea necesario. Se recomienda tachar las líneas en blanco antes de firmar.**

Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

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Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

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Si la información a divulgar a esta institución/persona es limitada, indíquelo:

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Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

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Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

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Si la información a divulgar a esta institución/persona es limitada, indíquelo:

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Nombre y domicilio de la institución/persona a la que se dará la información general sobre salud o relacionada con el VIH:

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Motivo de la divulgación, si es distinto del motivo indicado en la página 1:

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Si la información a divulgar a esta institución/persona es limitada, indíquelo:

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Si toda o parte de esta página está completa, firme abajo:

Firma \_\_\_\_\_ Fecha \_\_\_\_\_  
(SUJETO DEL QUE SE INFORMA O REPRESENTANTE LEGALMENTE AUTORIZADO)

Número de cliente/paciente \_\_\_\_\_

**\* Esta autorización para divulgación de Información sobre salud e información confidencial relacionada con el VIH cumple con la HIPAA. Si solo se divulga información de salud no relacionada con el VIH, puede utilizar este formulario u otro formulario de divulgación de salud general que cumpla con lo dispuesto por la HIPAA.**