New York State Department of Health -AIDS Institute

Division of HIV and Hepatitis Health Care
Bureau of Community Support Services
&
Health Research, Inc. (HRI)

REQUEST FOR APPLICATIONS

RFA #13-0003

Ryan White Part B HIV/AIDS
Behavioral Health Education Initiative

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services

Component B: HIV/AIDS Behavioral Health Education Training & Technical Assistance Center

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KEY DATES

RFA Release Date:	**October 31, 2013**
Deadline to Submit Questions:	**November 15, 2013**
RFA Updates and Questions and Answers Posted:	**November 22, 2013**
Letters of Interest Due:	**November 27, 2013**
Applications Due:	**January 8, 2014 by 5:00 pm**

Contact Person:
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How to File and Application

Applicants must submit one (1) original, signed, unbound application and six (6) copies, with all attachments to the following address by **5:00 pm on January 8, 2013.**

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Late Applications will not be accepted. See page **12** of the RFA for more instructions.

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I. INTRODUCTION

The New York State Department of Health AIDS Institute (NYSDOH AI) Division of HIV and Hepatitis Health Care, Bureau of Community Support Services (BCSS) and Health Research, Inc. (HRI) announce the availability of $2,600,000 in federal Ryan White Part B funds for the provision of HIV/AIDS Behavioral Health Education services to persons living with HIV/AIDS in New York State.

The NYSDOH AI continues its commitment to improve and maintain the mental, emotional, and behavioral health of persons living with HIV/AIDS (PLWH/A) in New York State. The HIV/AIDS behavioral health education services to be funded through this Request for Applications (RFA) will support the AIDS Institute's priorities of increasing linkage to and retention in care and treatment as a mechanism to achieving viral suppression among PLWH/A. In addition, funded services will strengthen the comprehensive continuum of HIV prevention, health care, and supportive services in New York State. This will be accomplished by educating clients about the benefits of engaging in mental health and substance abuse treatment, helping to address stigma or related anxiety that may impact a client's willingness to engage in, adhere to, and be retained in their HIV medical and behavioral health care and treatment.

A) *BACKGROUND*

President Obama released the first comprehensive National HIV/AIDS Strategy in July 2010[1]. The HIV Care Continuum Initiative[2], released July 2013, continues the blueprint set forth by the National HIV/AIDS Strategy by calling for coordinated action in response to recent data showing only a quarter of people living with HIV in the United States have achieved the treatment goal of controlling the HIV virus. The National HIV/AIDS Strategy and the HIV Care Continuum Initiative acknowledge significant gaps along the entire HIV care continuum – from being diagnosed to suppressing the virus – including how behavioral health issues can directly impact on PLWH/A ability to engage in HIV treatment.

As of December 2010, more than 129,000 New Yorkers were living with HIV/AIDS, and there are 6,707 new infections each year. New York State has 6.25% of the population of the United States, but 17.3% of all persons living with AIDS, the highest percentage of any state. New York State's AIDS case rate of 20.6 per 100,000 is almost double the U.S. average case rate of 10.8 per 100,000. The epidemic in New York State overwhelmingly affects persons of color: 77% of persons living with HIV and AIDS are persons of color – 43% Black, 31.7% Hispanic, 1.2% Asian/Pacific Islander, and less than 1% Native American (confirmed cases through December 2010). Nationally, approximately 65% of persons living with HIV/AIDS are persons of color. New York State has both urban and rural epidemics. While the burden of HIV is heaviest in New York City, 21% of persons living with diagnosed HIV infection reside outside the five boroughs. Statewide, 25% of newly diagnosed HIV cases have a concurrent AIDS diagnosis, and an additional 7% show an AIDS diagnosis within 12 months. Living cases by age show that HIV/AIDS should no longer be thought of as a young persons' disease. While the majority of HIV diagnoses occur before age 40, 77% of persons living with HIV are over age 40 and 42% are age 50 or older. [3,4]

[1] The White House. (2010). *National HIV/AIDS Strategy for the United States.* Retrieved from http://www.whitehouse.gov/sites/default/files/uploads/NHAS.pdf

[2] The White House. (2013). *Accelerating Improvements in HIV Prevention and Care in the United States through the HIV Care Continuum Initiative.* Retrieved from http://www.whitehouse.gov/the-press-office/2013/07/15/executive-order-hiv-care-continuum-initiative

[3] New York State Department of Health AIDS Institute Ryan White 2012 Statewide Coordinated Statement of Need and Comprehensive Plan. (2012, June).

[4] New York State HIV/AIDS Surveillance Annual Report. (2012, August). *For cases diagnosed through December 2010.*

HIV/AIDS continues to pose a threat of unprecedented magnitude to gay men in the United States, especially for gay men of color. [5] Despite available services, gay men and men who have sex with men (MSM) continue to be disproportionately affected by HIV/AIDS. As of December 2011, New York State surveillance data suggests that persons with MSM or injection drug using MSM (MSM/IDU) transmission risk make up one third of all living HIV cases, and half of the living male cases. In contrast, cases with MSM or MSM/IDU transmission risk make up half of all new diagnoses and two-thirds of new male diagnoses. This is particularly true for gay men and MSM of color in that the number of new diagnoses within Black, Hispanic and White MSM was roughly equal. The largest number of new HIV diagnoses among MSM, 21% of the total, occurs in the 20-24 age range. More than one fourth of MSM and MSM/IDU diagnoses are among men under age 25. From 2002 to 2011, the total new HIV diagnoses in New York State dropped 39%. However, new diagnoses among MSM rose 3%. Community based prevention and treatment efforts must continue to focus on this population. Improving access to care, retention in care, and treatment adherence among MSM will increase viral suppression and decrease transmission as well.

The National Council for Community Behavioral Healthcare, using data collected from the World Health Organization (WHO), the Substance Abuse and Mental Health Services Administration (SAMHSA), the Centers for Disease Control (CDC), the National Alliance on Mental Illness (NAMI) and the National Institute of Mental Health (NIMH), indicate that 49% of Medicaid beneficiaries with disabilities have a mental illness. Up to two-thirds of homeless adults suffer from chronic alcoholism, drug addiction, mental illness or some combination of all three. Of individuals treated in the public system, those with serious mental illness die 25 years sooner than the general population – men at about age 53, and women at age 59. Approximately 90% of people receiving behavioral health treatment recover; however, two-thirds go without treatment because of stigma and inability to access care. [6]

According to the National Institute of Mental Health, nearly a quarter of all adults have some form of mental health disorder, but only a third of those individuals seek treatment, and less than half complete the course of treatment recommended. These numbers may be substantially higher for those living with HIV/AIDS due to the presence of multiple factors (i.e. a stigmatizing chronic illness, substance abuse, and other psychosocial stressors).

Some persons with HIV/AIDS are diagnosed with mental health disorders after being diagnosed with HIV, or are dealing with issues of anxiety, depression associated with the challenges and difficulties of being HIV positive, disclosure and stigma. Rüsch, et.al., (2005) stated, “Persons with mental illness often have to struggle to cope with the symptoms of the disease itself [i.e.] anxiety, or mood swings, [as well as] the misunderstandings of society about mental disorders [resulting] in stigma. Many persons living with mental illness can be significantly improved by various psychiatric and psychosocial treatments. Unfortunately, persons likely to benefit from that kind of treatment either choose to never start treatment or opt to end it prematurely.”[7]

Others may have had a mental illness prior to being diagnosed with HIV. There are numerous factors that affect persons who are diagnosed with HIV and mental illness. These include: 1) diminished access to and utilization of health and mental health care, 2) reduced adherence to psychotropic medication leading to increased risk of harm to self and others, 3) reduced adherence to antiretroviral therapy, 4) inadequate treatment of other medical conditions, and 5) increase in drug and alcohol use. Swendeman, et.al., (2009)

[5] The Foundation for AIDS Research (AMFAR). (2012). *Ending the HIV Epidemic among Gay Men in the United States.*
[6] National Council for Behavioral Health. (2012). *Mental Health Infographic*. Retrieved from: http://www.thenationalcouncil.org/expert-buzz/2012/01/mental-health-infographic
[7] Rüsch, N., Angermeyer, M.C., & Corrigan, P.W. (2005). Mental illness stigma: Concepts, consequences, and initiatives to reduce stigma. *European Psychiatry ,20,* 529–539

stated, "Similar to other chronic diseases, HIV requires lifetime changes in physical health, psychological functioning, social relations, [and] requires a self-management model in which patients assume an active and informed role in healthcare decision making to change behaviors. [It] requires developing and supporting] a framework that promotes healthy behaviors, adherence to treatment, forming collaborative relationships with healthcare providers, and managing stigma [which] is a significant barrier to HIV service utilization."[8] Mental illness can also impact disclosure of HIV status to others and may exacerbate risk behaviors that could lead to increased risk of transmission.

In January 2013, President Obama directed Secretary Kathleen Sebelius of the U.S. Department of Health and Human Services and Secretary Arne Duncan of the U.S. Department of Education to launch a national conversation on mental health to reduce the shame and secrecy associated with mental illness, encourage people to seek help if they are struggling with mental health problems, and encourage individuals whose friends or family are struggling to connect them to help. Misperceptions, fears of social consequences, discomfort associated with talking about these issues with others, and discrimination all tend to keep people silent.[9]

Behavioral health education and engagement services are short term mechanisms advocating treatment by "[empowering PLWHA] through education regarding HIV and [behavioral health that] help engage [individuals] into care and support their adherence." (Mutchler, et.al, 2011)[10] With many funding options available for behavioral treatment, including provisions through the Affordable Care Act broadening access to health care, a shift in focus to education and treatment engagement is essential. The services funded through this RFA include community based behavioral health education and engagement, and training and technical assistance. These services are intended to strengthen engagement and retention efforts by focusing on the benefits of early and ongoing behavioral health services, including mental health and substance use treatment, that address the various biological, psychological and social factors impacting client willingness and readiness to engage in treatment and care.

B) *INTENT*

This RFA is comprised of two components:

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services

Component B: HIV/AIDS Behavioral Health Education Training & Technical Assistance Center

Each component has a different purpose and intent.

The intent of ***Component A*** is to fund community based agencies to provide behavioral health screenings, referrals, and psychoeducational interventions to PLWH/A. These are short term mechanisms for identifying clients and promoting treatment readiness for linkage to and engagement in behavioral health treatment.

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[8] Swendeman, D., Ingram, B. L., & Rotheram-Borus, M. (2009). Common elements in self-management of HIV and other chronic illnesses: An integrative framework. *AIDS Care, 21*(10), 1321-1334. doi:10.1080/09540120902803158

[9] Substance Abuse and Mental Health Services Administration (SAMHSA). (2013). *Community Conversations about Mental Health – Information Brief.* Retrieved from http://store.samhsa.gov/shin/content//SMA13-4763/SMA13-4763.pdf

[10] Mutchler, M. G., Wagner, G., Cowgill, B. O., McKay, T., Risley, B., & Bogart, L. M. (2011). Improving HIV/AIDS care through treatment advocacy: Going beyond client education to empowerment by facilitating client-provider relationships. *AIDS Care*, *23*(1), 79-90. oi:10.1080/09540121.2010.496847

Funded applicants for Component A will be expected to make services available to all PLWH/A in a geographic region and not limit services to agency clients only. Community based HIV/AIDS behavioral health education and engagement services should serve community needs by allowing access to services for eligible individuals. It is expected that applicants will collaborate with other regional providers and develop a system for making all services available through referral networks. Funded applicants will be expected to identify and leverage other community resources that will: 1) enhance the provision of service delivery, 2) assist clients to overcome personal or cultural barriers that prevent them from accessing care and treatment, and 3) address issues that may compromise their behavioral and medical health status.

The intent of ***Component B*** is to provide HIV/AIDS focused behavioral health education training and technical assistance services that further advance provider capacity. Services are intended to increase the number of Component A - Community Based HIV/AIDS Behavioral Health Education and Engagement Services staff who are educated and motivated to perform behavioral health education, screening, engagement, and linkage services to PLWH/A with behavioral health needs.

Funded applicants for Component B will be expected to make these training and technical assistance services available to funded providers statewide through the use of a variety of techniques, including in-person and technology based formats (e.g., webinars).

C) *AVAILABLE FUNDING AND GEOGRAPHIC DISTRIBUTION*

Existing AIDS Institute Mental Health Initiative service providers must apply and successfully compete for funding in accordance with the requirements of this RFA in order to receive continued funding for services beyond June 30, 2014.

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services:

Approximately $2,400,000 is available to support Component A. The award amount for each successful applicant under Component A will be $150,000.

Applicants are requested to select their primary region of service on the cover page of the application. The primary region of service for the application should be based on the location where the largest number of clients is to be served.

Applicants serving comparable numbers of clients in more than one region may submit two separate applications for Component A. **Applicants may submit no more than two applications in response to Component A.** If more than two applications are submitted in response to this component, the first two applications that are opened will be reviewed and considered for funding. All other applications will be rejected.

Region		**Number of Awards**	**Maximum Funds Available Annually per Award**
New York City:	**Manhattan**	1	$150,000
	Brooklyn	1	$150,000
	Bronx	1	$150,000
	Queens	0-1	$150,000

	Staten Island	0-1	$150,000
Hudson Valley (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties)		1-3	$150,000
Long Island (Nassau and Suffolk counties)		1-3	$150,000
Finger Lakes (Chemung, Livingston, Monroe, Ontario, Seneca, Schuyler, Steuben, Wayne, and Yates counties)		1-2	$150,000
Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties)		1-2	$150,000
Western New York (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties)		1-2	$150,000
Central New York (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins counties)		1-2	$150,000

Component B: HIV/AIDS Behavioral Health Education Training & Technical Assistance Center

Approximately $200,000 is available to support one award under Component B.

Region	Number of Awards	Award Amount
New York State	1	$200,000

Components A and B:

The intent of the RFA is to ensure regional coverage for HIV/AIDS Behavioral Health Education Services. If funding for both Component A and B is sought, a separate application must be submitted for each component. If one application is submitted for both components, the application will be rejected.

The number of anticipated awards per region, as specified within each Component, will provide coverage of the funded services within available resources. Awards will be made to the highest scoring applicants in each region, up to the number of awards indicated for that region.

In cases where 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 in Section IV - Program Design will receive the award.

If there is an insufficient number of acceptable applications (scoring 70 or above) received from any region in Component A, or if there is no acceptable application (scoring 70 or above) received for Component B, the NYSDOH AI and HRI reserve the right to shift funding to another region in Component A. The next highest scoring application will be funded, up to the maximum number of awards allocated in the region.

NYS and HRI reserve the right to revise the award amounts and component amounts as necessary due to changes in the availability of funding. The Affordable Care Act and NYS Medicaid Reform are redefining

allowable grant reimbursement. The expansion of covered services under health care reform on the federal and local level is rapidly changing the landscape of grant fundable activities and services. It is anticipated that the continued changes will affect the current grant funded model during the award period. Applicants must anticipate work plan and work scope changes that will be responsive to health care reform. Grant funds are dollars of "last resort," and can only be used when there are no options for other reimbursement. Funds awarded through this RFA may NOT be used to supplant funding from other local, state or federal sources or existing programs.

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

Successful applicants will be required to follow the guidance detailed in Ryan White Guidance for Part B Contractors (*Attachment 1).*

Ryan White Part B Restrictions:

Ryan White funding is the *"payer of last resort"*. It serves to increase access to care for underserved populations and improve the quality of life for those impacted by the epidemic. It is intended to provide services to persons living with HIV/AIDS who have no other payer source for care, treatment, and support services.

The Ryan White HIV/AIDS Treatment Extension Act requires that "...the State will ensure that grant funds are not utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made with respect to that item or service under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or by an entity that provides health services on a prepaid basis." HRSA policy 97-02 further states that at the individual client level, grantees and/or their subcontractors are expected to make reasonable efforts to secure other funding instead of Ryan White whenever possible. Ryan White funding may be used for services that are not reimbursable by Medicaid, ADAP Plus or other third-party payers.

In order to ensure that Ryan White funds are payer of last resort, contractors must screen clients for eligibility to receive services through other programs (e.g., Medicaid, Medicare, VA benefits, HIV Uninsured Program (ADAP), private health insurance), reassess client eligibility for Ryan White services every six months, and document client eligibility.

II. WHO MAY APPLY

A) *MINIMUM ELIGIBILITY REQUIREMENTS*

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

- Registered not-for-profit 501(c)(3) community based organizations or New York State Department of Health licensed Article 28 facilities with a minimum of three years of experience providing services to PLWH/A.

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

- Registered not-for-profit 501(c)(3) community based organizations, academic institutions, hospitals and private not-for-profit training organizations with a minimum of three years of experience delivering training or technical assistance in the areas of HIV/AIDS and behavioral health.

B) *APPLICANT PREFERENCE FACTORS*

Preference will be given to ***Component A*** applicants that demonstrate:

- Experience in the provision of behavioral health education and engagement services to PLWH/A;
- History of providing cultural, linguistic, and health literate appropriate strategies for delivering behavioral health education that address the multiple needs of PLWH/A, such as immigrant and migrant populations, communities of color, and diverse gender and sexual identity populations (i.e., lesbian, gay, men who have sex with men, bisexual, transgender, and questioning);
- Evidence of linkages to care management providers for the provision of behavioral health and medical care coordination; and
- Evidence of linkages to licensed behavioral health treatment providers and demonstration of facilitated referrals that expedite linkage to care and result in minimal delays in treatment.

Preference will be given to ***Component B*** applicants that demonstrate:

- Experience in the development and delivery of training services in topics related to behavioral health education.

Preference will be given to ***Component A and B*** applicants that demonstrate:

- A history of at least two years of experience in the effective oversight of administrative, fiscal, and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports.

III. PROJECT NARRATIVE

A) *POPULATION TO BE SERVED*

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services
Ryan White eligible persons living with HIV/AIDS who are not engaged in or are resistant to needed behavioral health treatment.

Component B: HIV/AIDS Behavioral Health Education Training & Technical Assistance Center
HIV/AIDS behavioral health education staff funded under Component A of this RFA will be targeted for training and technical assistance related to the provision of behavioral health education services designed to promote client linkage to and engagement in behavioral health treatment.

B) *DESCRIPTION AND OVERVIEW OF COMPONENTS A AND B*

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services:
Funding will be awarded to provide behavioral health screenings, referrals, and psychoeducational interventions to PLWH/A. These are short term mechanisms for identifying clients and promoting treatment readiness for linkage to and engagement in behavioral health treatment.

Funding will support:

- A 1.0 Full Time Equivalent (FTE) HIV/AIDS Behavioral Health Educator to:
    - conduct targeted outreach to PLWH/A needing behavioral health treatment through education and awareness activities designed to reduce stigma and discrimination by addressing common fears and misperceptions about seeking behavioral health treatment.
    - complete an intake form that will be provided to all funded providers to ensure all required client information is collected upon enrollment into the program.

  - perform behavioral health screenings using standardized tools to identify PLWH/A in need of behavioral health treatment. Screening areas may include, but are not limited to: 1) stress, 2) anxiety, 3) depression, 4) trauma, 5) suicide, and 6) the Screening, Brief Intervention, and Referral to Treatment (SBIRT) process. **This does not include the provision of diagnostic assessments, which can only be provided by licensed behavioral health professionals.**
  - provide individual behavioral health education sessions (***maximum of three***) to de-stigmatize behavioral health related issues and encourage engagement into appropriate treatment.
  - provide systems navigation and address barriers to behavioral health care by coordinating with care management providers.
  - provide facilitated referrals to licensed behavioral health professionals that expedite linkages to care and result in minimal delays in behavioral health treatment.
  - track, coordinate, and communicate behavioral health referral activities with other service providers as applicable until clients have successfully attended three behavioral health treatment appointments.
- Peer Navigator(s) to assist with engagement and education activities (i.e., follow-up calls, appointment accompaniment, initial appointment tracking, participation in behavioral health awareness activities, etc.) to ensure successful linkage to behavioral health treatment.

The minimum qualifications for the HIV/AIDS Behavioral Health Educator are:

- B.A. or B.S. with 2 years of experience working in the field of HIV/AIDS, behavioral health, or other chronic illness;
- 1 year of experience providing health education;
- possess an understanding of community level work and the importance of collaborating and coordinating with other organizations; and
- Effective communication and documentation skills.

HIV/AIDS behavioral health educators will provide psychoeducation sessions designed to decrease the stigma of seeking behavioral health treatment, increase health literacy on the benefits and purpose of treatment, present options for care, address basic questions about the benefits of psychotropic medications, and encourage the importance of wellness as it relates to comprehensive HIV care. In conjunction with peer navigators, they will identify and access available resources, provide PLWH/A referral and linkage to behavioral health treatment, accompany clients to appointments as needed, and are responsible for monitoring services until clients are successfully established into behavioral health care.

Services should be consumer centered and designed to meet consumers where they are in their acceptance of behavioral health interventions. Services should facilitate the development and implementation of effective behavioral health education that empowers clients to learn, practice and apply the self-management skills needed to achieve optimal health outcomes. Self-management skills development includes teaching independent health care behaviors and decision-making, while encouraging clients to be responsible for their health care and lifestyle choices. Clients will become empowered to encourage collaboration between their own behavioral health and medical care systems to minimize harm and maximize successful outcomes. These collaborative processes among providers will assist clients with engaging in care, increasing self-management skills, preventing transmission of the virus to others, and reducing adverse health consequences among those living with HIV.

Applications submitted in response to this solicitation should demonstrate the ability to: a) design and implement effective community based HIV/AIDS behavioral health education and engagement services; b) provide and arrange for the adequate training and support of staff and peers; c) establish and maintain linkages for services not available on-site; d) collect and analyze data; and e) utilize evaluation to modify and enhance

the delivery of program services. Applicants should have relevant experience and be able to demonstrate their success in serving the target population(s) in a manner that is client-centered, culturally appropriate, sensitive to the patient's literacy level and that enhances patient self-management.

Component B: HIV/AIDS Behavioral Health Education Training & Technical Assistance Center:
The funded applicant will provide training and technical assistance to promote client linkage to and engagement in behavioral health treatment to the community based HIV/AIDS behavioral health education and engagement services staff funded under Component A of this RFA.

Training and technical assistance interventions should be delivered using a cost effective mix of traditional in-person training methods and distance learning modalities such as webinars, webcasting, or other digital health technologies to ensure services are convenient and accessible. In-person trainings might include statewide conferences, regional conferences, or workshops held in a central location within the region. Emphasis will be placed on maintaining a flexible approach that can adapt to rapid changes in teaching content as well as advances in teaching methods as distance learning and digital technologies evolve.

The successful applicant will:

- provide qualified trainers and approved consultants who have at least three years of training experience and expertise in behavioral health education and HIV/AIDS;
- translate the latest findings, research, and practice into skills-building staff development, curriculum development, training and technical assistance. Specific training topics may include, but are not limited to, evidence-based techniques such as Motivational Interviewing, Prochaska & DiClemente's Transtheoretical Model, self-management practices, and conducting behavioral health screenings;
- demonstrate the capacity and infrastructure to coordinate routine in-person and web-based meetings for Component A - Community Based HIV/AIDS Behavioral Health Education and Engagement Service providers.
- develop a statewide training calendar based on informal needs assessment and guidance from the AIDS Institute;
- create and implement a marketing plan using all appropriate media to promote trainings on a statewide basis;
- tailor training delivery to meet the unique needs of the training audience; and
- evaluate training and technical assistance activities including process and outcome measures that examine the impact of training activities on promoting client linkage to and engagement in behavioral health treatment.

C) *PROGRAM REQUIREMENTS AND GUIDING PRINCIPLES*

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

All applicants selected for funding in Components A or B will be required to:

a. Demonstrate how collaboration, communication, management and oversight will result in continuity of care between the client, primary care provider, behavioral health provider, and other care coordinators.
b. Address the behavioral health education needs of special and underserved populations (e.g., immigrants and migrants, MSM, MSM/IDU of color); and demonstrate cultural, linguistic, and health literacy competency by designing and tailoring programs with an understanding of the differences that

derive from language, culture, race/ethnicity, religion, age, sexual identity and developmental characteristics.

c. Demonstrate that systems are in place to support the agency's capacity to receive funds and administer them in conformance with the intent of the funding. The minimum standards considered to be fundamental to any funded agency's successful provision of services, HIV-related or otherwise, cover system expectations in agency administration such as fiscal operations, human resources, information systems technology, resource development, strategic planning, board development and program administration. The agency is expected to provide program staff with the necessary support, training, resources and space to enable them to carry out program goals and objectives.
d. Participate in a collaborative processes with the AIDS Institute to assess program outcomes and provide monthly narrative reports describing the progress of the program with respect to: 1) implementation, 2) client recruitment, 3) success in identifying and linking PLWH/A to behavioral health treatment, 4) significant accomplishments achieved, and 5) barriers encountered and plans to address noted problems.
e. Demonstrate the capacity to incorporate evaluation activities in all phases of the program planning, design and implementation process. The program design should include sound evaluation practices and incorporate planned activities that measure and assess goals, objectives, outcomes and processes funded by the initiative. The evaluation plan and design should be reflected in the proposed program's overall goals and activities, and include how the results of evaluation activities will be utilized for program development, refinement and continuous improvement.
f. Develop a program that incorporates the principles of continuous quality improvement. These principles include agency leadership and commitment, staff development and training, participation of staff from all levels and various disciplines, and systematic selection and ongoing review of performance criteria, including consumer satisfaction.
g. Attend meetings with other HIV/AIDS Behavioral Health Education providers and the NYSDOH AI. Contractors will be expected to send appropriate staff and may budget for the travel costs incurred to attend meetings. In person meetings may be held once per year in Albany, Syracuse or New York City.
h. Ensure compliance with Public Health Law, Section 2786 and Article 21, Title III (section 2139), New York State HIV/AIDS Confidentiality Law, and NYS Department of Health HIV/AIDS Confidentiality Regulations (Part 63: Confidentiality of HIV-Related Information).
i. Develop a program policy and procedure manual to address specific program operations and protocol relative to all elements described in a-h above.

Additional requirements and principles for the selected applicant in Component A:

a. Funded agencies will be required to provide monthly narrative descriptions of the program's progress in meeting workplan objectives and participate in a collaborative process with the AIDS Institute to evaluate the outcome of services and activities. For statistical reports, the AIDS Institute requires maintenance and reporting of unduplicated client-level data, including demographics and service histories, in accordance with federal and/or state report content requirements. The AIDS Institute supplies and supports the AIDS Institute Reporting System (AIRS) software, formerly known as the Uniform Reporting System (URS), to enable providers to meet data submission requirements. Funded providers will be required to collect and report data using AIRS. Details on this software product may be obtained by accessing this Internet address: www.airsny.org. Applicants should include the cost of data reporting (both personnel and hardware-related) in their proposed budgets, or they should demonstrate capacity to collect and report all required data using AIRS.
b. Ensure consumer participation in the ongoing planning, and development of the proposed service model in the application. This may be accomplished through a Consumer Advisory Board, consumer

satisfaction surveys, focus groups, involvement in continuous quality improvement, or other means of consumer input.

c. Participate in training and technical assistance provided by the Component B – HIV/AIDS Behavioral Health Education Training & Technical Assistance Center.

Additional requirements and principles for the selected applicant in Component B:

a. Submit resumes and credentials of staff and consultants, which are subject to approval by the NYSDOH AI. Consultants and staff hired by the contractor during the course of the contract must be trained by the contractor.
b. Provide to NYSDOH AI a course outline and all training materials for approval prior to training delivery. Emerging training needs may be identified and may need to be addressed at the discretion of the NYSDOH AI.
c. Assume responsibility for costs associated with printing training manuals, handouts and other materials that are developed and used in the delivery of training and technical assistance.
d. Products developed pursuant to this solicitation (including but not limited to: trainer manuals, participant manuals, handouts, slides, outlines, videos, all other training materials and training data) shall be the sole property of the NYSDOH AI/Health Research, Inc.
e. Assume responsibility for securing appropriate space for all scheduled training and technical assistance sessions. All sites must be fully handicapped accessible.
f. Schedule free training and technical assistance sessions in consultation with the NYSDOH AI. The dates, locations, final language and methods for promotion will be determined in consultation with the NYSDOH AI prior to implementation.
g. Collect participant and training related data and participate in evaluation of training and technical assistance related activities.
h. All NYSDOH AI training contractors are expected to coordinate activities with each other, and with Clinical Education Initiative sites, AIDS Education and Training Centers, NYSDOH AI-funded Regional Training Centers, Centers of Expertise, and community-based Authorized Training Agencies, as appropriate. The contractor may be requested to conduct training-of-trainer sessions to these entities on an as-needed basis.
i. On occasion, the funded applicant may be requested to attend Contractor Work Group (CWG) meetings usually reserved for Training Centers funded by the NYSDOH AI Office of the Medical Director. These meetings are opportunities for all training contractors and AI staff to work collaboratively to identify initiative issues, support training activities and work together to strengthen available resources.

IV. ADMINISTRATIVE REQUIREMENTS

A) *ISSUING AGENCY*

This RFA is issued by the NYS Department of Health/ AIDS Institute/ Division of HIV and Hepatitis Health Care/ Bureau of Community Support Services and Health Research, Inc. with funding provided by the Health Resources and Services Administration (HRSA). NYSDOH and HRI are responsible for the requirements specified herein and for the evaluation of all applications.

B) *QUESTION AND ANSWER PHASE*

All substantive questions must be submitted in writing to: 2013BCSSBHE@health.state.ny.us

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

Questions of a technical nature can be addressed in writing to:

John J. Hartigan, LCSW
2013BCSSBHE@health.state.ny.us

Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

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

This RFA has been posted on HRI's website at: http://www.healthresearch.org/funding-opportunities.

Questions and answers, as well as any updates and/or modifications, will also be posted on HRI's website. All such updates will be posted by the date identified on the cover of this RFA. Prospective applicants are encouraged to check the BML on a regular basis for pertinent and current information.

C) *LETTER OF INTEREST*

NYSDOH/HRI encourages, but does not require, prospective applicants to submit a Letter of Interest to Apply**.** Please see *Attachment 2 (Sample Letter of Interest to Apply)*. A Letter of Interest should be submitted by the date posted on the cover of this RFA to either the email address: **2013BCSSBHE@health.state.ny.us**

D) *APPLICANT CONFERENCE*

An Applicant Conference will not be held for this project.

E) *HOW TO FILE AN APPLICATION*

Applications *WILL NOT* be accepted via fax or e-mail. Applications must be received at the following address by 5:00 p.m. on the date posted on the cover of this RFA. Late applications will not be accepted.*

Valerie J. White, Deputy Director
Administration and Data Systems
NYSDOH AIDS Institute
ESP Corning Tower, Rm. 478
Albany, NY 12237-0658

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

Applicants shall submit one (1) original, signed, unbound application and six (6) copies, with all attachments. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. The original application should be clearly identified and bear the original signature of the Executive Director or Chief Executive Officer of the organization submitting the application

or his/her designee indicating his or her commitment to the proposed project, as well as the commitment of the agency's Board of Directors or Equivalent Official. See *Attachment 5 (Sample Letter of Commitment from the Executive Director or Chief Executive Officer)* and *Attachment 6 (Sample Letter of Commitment from the Board of Directors or Equivalent Official)***.** Complete *Attachment 4 (Application Cover and Contact Page).* Applicants should pay special attention to *Attachment 3 (Application Checklist)* to ensure that the application package contains all documents and signatures. Applicants should review this attachment before writing, and prior to submitting, the application.

F) ***THE DEPARTMENT OF HEALTH & HRI RESERVE THE RIGHT TO:***

1. Reject any or all applications received in response to this RFA.

2. Withdraw the RFA at any time, at HRI's sole discretion.

3. Make an award under the RFA in whole or in part.

4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.

5. Seek clarifications and revisions of applications.

6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.

7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.

8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.

9. Change any of the scheduled dates.

10. Waive any requirements that are not material.

11. Award more than one contract resulting from this RFA.

12. Conduct contract negotiations with the next responsible applicant, should HRI be unsuccessful in negotiating with the selected applicant.

13. Utilize any and all ideas submitted with the applications received.

14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.

15. Waive or modify minor irregularities in applications received after prior notification to the applicant.

16. Require clarification at any time during the procurement process and/or require correction of

arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.

17. Negotiate with successful applicants within the scope of the RFA in the best interests of HRI.

18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.

19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

G) *TERM OF CONTRACT*

Any contract resulting from this RFA will be effective only upon approval by Health Research, Inc.

Contracts resulting from this RFA will be for 12 month terms, however the initial contract term could be for a shorter time period based on funding source. Contracts may be renewed for up to four (4) additional annual contract periods. Renewals are dependent upon satisfactory performance and continued funding. HRI reserves the right to revise the award amount as necessary due to changes in the availability of funding. The anticipated start date is **July 1, 2014**.

H) *PAYMENT AND REPORTING REQUIREMENTS*

1. HRI may, at its discretion, make an advance payment to not for profit contractors in an amount not to exceed 20 percent of the total budget amount.

2. The contractor shall submit monthly narrative and data reports, invoices and required reports of expenditures to their assigned contract manager.

All payment and reporting requirements will be detailed in Exhibit C of the final contract.

I) *GENERAL SPECIFICATIONS*

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

2. Contractor will possess, at no cost to HRI or the State, 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 HRI during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.

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

5. Provisions Upon Default

a. The services to be performed by the Applicant shall be at all times subject to the direction and control of 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, 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.

J) *HRI GENERAL TERMS AND CONDITIONS*

The preceding will be incorporated as Attachment A *(See Attachment 16 – General Terms and Conditions – Health Research Incorporated Contracts)* into any contract(s) resulting from this Request for Application.

K) STATE HEALTH IMPROVEMENT PLAN/PREVENTION AGENDA

In keeping with the Department's efforts to improve the health of all New Yorkers, NYS DOH is requesting collaboration and participation in implementing the state's new health improvement plan, the *Prevention Agenda 2013-2017,* which is available here: http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/.

Developed by a diverse group of stakeholders, the *Prevention Agenda 2013-2017* is a comprehensive plan which identifies goals, measurable objectives and a range of evidence based and promising practices in five priority areas that can be implemented by public health, health care and community partners. The Agenda focuses on the social determinants of health and on health disparities along racial, ethnic, and socioeconomic lines.

The Prevention Agenda 2013 is a blueprint for state and local community action to improve the health of New Yorkers. In 2013, local health departments and hospitals are working with their community partners including community based organizations, businesses, schools, and other organizations to conduct local community health assessments, identify local priorities and develop and implement community health improvement plans. Each health department and hospital has been asked to identify at least two priorities from the Prevention Agenda including one that addresses a health disparity.

The Department cannot achieve the ambitious goals of the *Prevention Agenda 2013-2017* without the full participation of our public health and health care partners in these local community health improvement efforts. We are encouraging you to reach out to your local health department's state health improvement plan contact person to learn more about how you can participate in Prevention Agenda planning and implementation. Your local health department contact is available here: http://www.health.ny.gov/prevention/prevention_agenda/contact_list.htm.

It is NYS DOH/HRI's expectation that each funded recipient will join with their local health departments and other Prevention Agenda partners to participate in the development and implementation of a plan toward achieving the *Prevention Agenda 2013 -2017* goals which are related to this RFA.

V. COMPLETING THE APPLICATION

A) *APPLICATION FORMAT*

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not exceed **15 double-spaced pages** (excluding the Program Summary, Budget, Budget Justification, and all Attachments), using a 12-pitch font with one-inch margins on all sides. **Up to five (5) points may be deducted for applications that do not comply with these submission requirements.**

Recommended page limits for each section are indicated. The value assigned to each section is an indication of the relative weight that will be given when scoring your application. For both Components, scoring will be weighted as follows:

Section I:	Program Summary (1-2 pages – not included in page limit)	Not Scored
Section II:	Statement of Need (2 pages)	0-10 points
Section III:	Applicant Capability and Experience (3 pages)	0-15 points
Section IV:	Program Design and Implementation (5 pages)	0-30 points
Section V:	Staffing Pattern and Qualifications (3 pages)	0-15 points
Section VI:	Evaluation and Quality Improvement (2 pages)	0-10 points
Section VII:	Budget and Justification (Not included in page limit)	0-20 points
	Total:	0-100 points

Format Point Deductions (if applicable):		
Application exceeds 15 double-spaced pages (excluding the Program Summary, Budget, Budget Justification, and all Attachments)		-2 points
Application did not use a 12-point font pitch		-2 points
Application does not have a 1-inch margin on all sides		-1 point
	(Minus)	-5 points

B) *APPLICATION CONTENT*

Please respond to each of the following statements and questions. Your responses comprise your application. When completing your application, assume the reviewers are unfamiliar with your organization and its programs/services and provide complete, detailed responses to the requested information.

Provide a response to all questions and statements and a budget that is reflective of the delivery of services specified in this RFA. ***Number/letter your narrative to correspond to each statement and question in the order presented below.*** Be specific and complete in your response. The value assigned to each section is an indication of the relative weight that will be given to that section when your application is scored.

An applicant checklist has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application. ***In assembling your application, please follow the outline provided in Attachment 3 (Application Checklist)***. In addition, please refer to the items indicated in sections:

II.B *Applicant Preference Factors*
III.B *Description and Overview of Components A and B*

III.C *Program Requirements and Guiding Principles*

A separate and complete application must be submitted for each component of the RFA for which you are applying. If an applicant is applying to provide both Component A and Component B, the applicant must submit separate applications for each. Applicants serving comparable numbers of clients in more than one region may submit two separate applications for Component A. Applicants may submit no more than two applications in response to Component A.

COMPONENT A: COMMUNITY BASED HIV/AIDS BEHAVIORAL HEALTH EDUCATION AND ENGAGEMENT SERVICES

Section I: Program Summary **1-2 Pages**
Not scored

This section is exempt from the application's overall page limitation.

Summarize the proposed program and objectives in two pages or less. Specify that the application addresses Component A. Describe the purpose of the program, and identify the target population(s), geographic area(s), activities, and anticipated outcomes.

Section II: Statement of Need **Maximum Pages: 2 pages**
Maximum Score: 10 points

1. Describe how the need for services proposed in your application was determined. Include the population to be targeted, the identified service gap and need in the region, and indicate how these grant dollars will address the service gaps and needs. Include pertinent statistics to substantiate your rationale; documentation of need may come from a variety of qualitative and quantitative sources. For data sources that are not well known, provide sufficient information on how the data were collected so reviewers can assess the reliability and validity of the data.

2. Describe how this funding will improve and increase client access to, engagement with, and adherence to both behavioral health and HIV medical care and treatment.

3. Describe other behavioral health education and treatment service provider(s) in the region including HIV-related community based providers conducting activities similar to those included in your application. Describe how your activities differ, and will not duplicate but enhance the existing services in the region.

Section III: Applicant Capability and Experience **Maximum Pages: 3 pages**
Maximum Score: 15 points

Part #1: *Component A*: Preference Factors
Maximum Sub-Section Score: 8 points

1. Describe the agency's experience providing behavioral health education and engagement services to persons living with HIV/AIDS. (1 point)

2. Describe the agency's history of providing cultural, linguistic, and health literate appropriate strategies for delivering behavioral health education that address the multiple needs of HIV+ individuals, such as immigrant and migrant populations, communities of color, and diverse gender and sexual identity

populations (i.e., lesbian, gay, men who have sex with men, bisexual, transgender, and questioning). (2 points)

3. Indicate the number and type of linkages the agency has with care management providers for ongoing behavioral health and medical care coordination. (2 points)

4. Indicate the number and type of linkages the agency has with behavioral health treatment providers. Demonstrate how this program would facilitate referrals that expedite linkage to behavioral health treatment and result in minimal delays in treatment. (2 points)

5. Describe the two years of experience the agency has with the effective administrative, fiscal and programmatic oversight of government contracts. Complete *Attachment 9 (Funding History for HIV Services)*. (1 point)

Part #2 **Maximum Sub- Section Score: 7 points**

1. Describe the agency, its mission and services, and demonstrated success in providing services to persons with HIV/AIDS. Include the number of HIV positive clients currently being served and the number of years of experience the agency has been providing services to persons with HIV/AIDS.

2. Describe how the agency is uniquely qualified to provide this program. Include a description of the health education, engagement and service access activities currently being delivered by the agency. Indicate any successes with providing services to special and underserved populations (i.e., immigrants and migrants).

3. Describe the agency's experience with peer services.

4. Provide a description of the role of the agency's key management staff (i.e. administrative, fiscal, information systems, etc.) related to the proposed behavioral health education services for persons with HIV/AIDS. Complete *Attachment 10 (Board of Directors/Task Force)* and *Attachment 14 (Agency Capacity and Staffing Information – Component A).*

5. Describe the agency's participation in regional provider groups or meetings to establish and maintain access to and coordination of care. Indicate how the proposed activities will be coordinated with HIV primary care and behavioral health service providers in the community.

Section IV: Program Design and Implementation **Maximum Pages: 5 pages**
Maximum Score: 30 points

1. Describe the anticipated client resistance to behavioral health education, engagement and linkage and accompanying behavioral health symptoms, diagnoses and conditions that the target population(s) will present. Discuss the target population's language, beliefs, norms and values, as well as socioeconomic factors that must be considered for behavioral health education, engagement and linkage services.

2. Indicate how many HIV infected clients the program anticipates serving with grant funds annually. Complete *Attachment 11 (Population Data Form).*

3. Describe the client identification, recruitment and screening processes to ensure appropriateness for enrollment into the behavioral health education and engagement program. Explain how services will be marketed throughout the region to clients not connected to the agency and how clients will access

these services. Complete *Attachment 12 (Service Site Information).*

4. Describe the behavioral health education services to be provided. Demonstrate how evidence based techniques, technology, and peer navigators will be incorporated in the program to decrease stigma, address barriers, promote systems navigation and engage individuals into care.

5. Describe how the program will ensure successful and timely referrals into the full continuum of behavioral health services, including mental health therapy, substance use treatment, and psychiatric services. Complete *Attachment 7 (Behavioral Health Services Linkage Chart).*

6. Indicate how ongoing behavioral health and medical care coordination will be provided once clients are successfully engaged in behavioral health treatment and dis-enrolled from this program.

7. Describe how persons with HIV/AIDS and behavioral health issues were involved in the planning and design of proposed activities and how they will continue to be involved in an advisory capacity. Identify how a Consumer Advisory Board that is representative of the target community will be maintained.

8. Describe any problems anticipated in providing the proposed activities and the steps that will be taken to overcome them. Complete *Attachment 13 (Program Timeline).*

Section V: Staffing Pattern and Qualifications **Maximum Pages: 3 pages**
Maximum Score: 15 points

1. Describe the program staffing pattern implementing *all activities being requested for funding*. Include a brief description of the job qualifications and experience for each position, including consultants. Indicate who will be directly responsible for the supervision provided to the behavioral health educator and peer navigator positions. Attach all existing staff and consultant resumes and include both agency and proposed program level organizational charts.

2. Describe the cultural characteristics of key program staff and indicate if any are members of the targeted population(s). If the targeted population is multi-linguistic, indicate if the staffing includes bilingual and bicultural individuals.

3. Describe the plans for initial and ongoing staff training and support for both the behavioral health educator and the peer navigator positions.

4. Indicate how program continuity will be maintained when there is a change in the operational environment (e.g. staff turnover, change in project leadership, etc.) to ensure stability over time.

Section VI: Evaluation and Quality Improvement **Maximum Pages: 2 pages**
Maximum Score: 10 points

1. Describe how the agency will conduct formal quality improvement projects to evaluate the proposed program design, including issues pertaining to agency infrastructure, resources, staff development and staffing patterns needed to support the proposed program. Indicate all staff, including their credentials and experience, which will be responsible for evaluation and quality management/improvement of the proposed program.

2. Describe how progress towards meeting proposed program outcomes will be monitored, how the need

to revise the program will be recognized, and how changes will be implemented, reviewed, fine-tuned and evaluated.

3. Describe how strategies will include process evaluation that compares measurable work plan projections with actual data (including demographics of clients served). Strategies should also include outcome indicators that seek to measure changes over time in clients' access to care and treatment, client retention in care and adherence to treatment, and client stability and self-sufficient functioning.

4. Describe how consumer input will be ensured as part of the overall service/program and quality improvement and evaluation plan.

Section VII: Budget and Justification

Maximum Score: 20 points

(The Budget forms and justification page(s) are not included in the application page limits.)

1. Complete all required Budget Pages *(see Attachment 8a – Budget Forms for Solicitations).* Applicants should submit a 12 month budget, assuming a July 1, 2014 start date. *See Attachment 8 for Budget form instructions.*

2. A budget justification for each cost should be submitted in narrative form. For all staff identified on the budget, the budget justification should delineate how the percentage of staff time devoted to services of this RFA has been determined.

3. The budget should also include all subcontracts/consultants with contractual amounts and methodologies including a brief narrative of each item and how you arrived at their cost.

4. The amount requested for each expense should be reasonable and cost effective, relate directly to the activities described in the application, and all costs must be consistent with the scope of services outlined in this RFA.

5. Attach a copy of the agency's most recent Yearly Independent Audit.

6. Budgeted items should be fundable under state and federal guidelines.

Funding requests must adhere to the following guidelines:

- Indirect overhead costs are limited to a maximum of 10% of total direct costs.
- **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. Funding through this RFA can only be used to cover services not reimbursable, to any extent, by any third party payers.**
- Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those items determined by NYSDOH/HRI personnel to be inadequately justified in relation to the proposed workplan or not fundable under existing state and federal guidance. The budget amount requested will be reduced to reflect the removal of the ineligible items.

COMPONENT B – HIV/AIDS BEHAVIORAL HEALTH EDUCATION TRAINING & TECHNICAL ASSISTANCE CENTER

Section I: Program Summary **1-2 Pages**
Not scored

This section is exempt from the application's overall page limitation.

Summarize your proposed program in two pages or less. Specify that the application addresses Component B. Describe the purpose of the program, and identify the activities and anticipated outcomes.

Section II: Statement of Need **Maximum Pages: 2 pages**
Maximum Score: 10 points

1. Describe other training and technical assistance services available to the targeted provider and geographic area(s), providing activities similar to those included in your application. Describe how your activities differ, and will not duplicate but enhance the existing services in the region.

2. Describe how you would conduct assessments with Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services providers to ensure the training and technical assistance provided best suits the behavioral health education needs of the targeted population.

Section III: Applicant Capability and Experience **Maximum Pages: 3 pages**
Maximum Score: 15 points

Part #1: *Component B* Preference Factors
Maximum Sub-Section Score: 3 points

1. Describe the applicant's experience in the development and delivery of training services in topics related to behavioral health education. (2 points)

2. Describe the two years of experience the applicant has with the effective administrative, fiscal and programmatic oversight of government contracts. Complete *Attachment 9 (Funding History for HIV Services)*. (1 point)

Part #2
Maximum Sub- Section Score: 12 points

1. Describe the applicant's mission and services, and demonstrated success in delivering statewide training and technical assistance to providers serving persons with HIV/AIDS, high-risk populations and/or communities of color (including, but not limited to community care coordinators, primary care facilities, and/or behavioral health providers). Indicate why the agency is uniquely qualified to provide this program; and include the number of years of experience the agency has in providing these services.

2. Describe the applicant's experience and ability to incorporate cultural, linguistic, and health literacy competency in designing and tailoring training programs with an understanding of the differences that derive from language, culture, race/ethnicity, religion, age, sexual identity and developmental characteristics.

3. Describe the applicant's experience with developing HIV-related behavioral health or behavioral health education training, and technical assistance materials including trainer and participant manuals,

interactive exercises, role plays, and other educational activities consistent with adult learning principles.

4. Provide a description of the role of the applicant's key management staff (i.e. administrative, fiscal, information systems, etc.) related to implementing behavioral health education training and technical assistance. Complete *Attachment 10 (Board of Directors/Task Force)* and *Attachment 15 (Agency Capacity and Staffing Information – Component B).*

5. Identify any HIV/AIDS or behavioral health planning groups in which the applicant participates.

6. Describe any problems anticipated in developing and delivering the proposed activities. Include the steps that will be implemented to overcome them.

Section IV: Program Design and Implementation **Maximum Pages: 5 pages**
Maximum Score: 30 points

1. Describe the training and technical assistance services to be provided. Include scope and topic areas for each training and technical assistance activity, as well as the frequency and length of each activity.

2. Describe how the training and technical assistance services will assess training needs and educate the targeted providers to be able to: a) increase the number of persons with HIV/AIDS to be appropriately screened for and educated on behavioral health issues; and b) facilitate improved behavioral health and medical outcomes for persons with HIV/AIDS.

3. Describe the mechanisms the program will utilize to actively promote their training and technical assistance to Community Based HIV/AIDS Behavioral Health Education and Engagement Services staff funded under Component A of this RFA.

4. Describe the process to conduct training registration activities and provide all participants with site information, confirmation letters, and letters of attendance. Describe how classroom environments will be handicapped accessible and conducive to adult learning.

5. Complete and attach the *Attachment 13 (Program Timeline)*.

Section V: Staffing Pattern and Qualifications **Maximum Pages: 3 pages**
Maximum Score: 15 points

1. Describe the program staffing, including consultants, who will be implementing *all activities being requested for funding*. Include the following: 1) years of experience in the field of HIV/AIDS and behavioral health; 2) specific areas of expertise; 3) years of experience providing HIV related behavioral health screening, education, training and technical assistance; and 4) experience with curriculum development. Attach all staff and consultant resumes and include both agency and proposed program level organizational charts.

2. Describe the plans for initial staff preparation and ongoing support and supervision. Describe the activities to ensure the recruitment of qualified staff, and the process to ensure that the training and technical assistance staff remains abreast of new developments in the fields of HIV/AIDS and behavioral health.

3. Indicate how program continuity will be maintained when there is a change in the operational

environment (e.g. staff turnover, change in project leadership, etc.) to ensure stability over time.

Section VI: Evaluation and Quality Improvement **Maximum Pages: 2 pages**
Maximum Score: 10 points

1. Describe how the applicant will conduct formal quality improvement projects to evaluate the proposed program design, including issues pertaining to agency infrastructure, resources, staff development and staffing patterns needed to support the proposed program. Indicate all staff, including their credentials and experience, which will be responsible for evaluation and quality management/improvement of the proposed program.

2. Describe how progress towards meeting proposed program outcomes will be monitored, how the need to revise the program will be recognized, and how changes will be implemented, reviewed, fine-tuned and evaluated.

3. Describe the process for developing and reviewing quality indicators that address the program and fiscal management of the behavioral health education training and technical assistant services.

4. Describe the processes and mechanisms for reviewing the performance and abilities of the trainers and consultants, including but not limited to: presentation skills, group processing, interpersonal skills, communication, and cultural sensitivity.

5. Describe how service provider input will be ensured as part of the overall program and quality improvement and evaluation plan.

Section VII: Budget and Justification

Maximum Score: 20 points

(The Budget forms and justification page(s) are not included in the application page limits.)

1. Complete all required Budget Pages (see Attachment 8a – Budget Forms for Solicitations. Applicants should submit a 12 month budget, assuming a July 1, 2014 start date. *See Attachment 8 for Budget Form Instructions.*

2. A budget justification for each cost should be submitted in narrative form. For all staff identified on the budget, the budget justification should delineate how the percentage of staff time devoted to services of this RFA has been determined.

3. The budget should also include all subcontracts/consultants with contractual amounts and methodologies including a brief narrative of each item and how you arrived at their cost.

4. The amount requested for each expense should be reasonable and cost effective, relate directly to the activities described in the application, and all costs must be consistent with the scope of services outlined in this RFA.

5. Attach a copy of the agency's most recent Yearly Independent Audit.

6. Budgeted items should be fundable under state and federal guidelines.

   Funding requests must adhere to the following guidelines:
   - Indirect overhead costs are limited to a maximum of 10% of total direct costs.

- **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. Funding through this RFA can only be used to cover services not reimbursable, to any extent, by any third party payers.**
- Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those items determined by NYSDOH/HRI personnel to be inadequately justified in relation to the proposed workplan or not fundable under existing state and federal guidance. The budget amount requested will be reduced to reflect the removal of the ineligible items.

C. *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 addition to applicant responses to the above statements and questions, reviewers will also consider the following factors:

- Overall merit of the application;
- Demonstration of need for proposed services;
- Availability of similar services/resources in the applicant's service area;
- Geographic coverage;
- Agency capacity and experience to provide the proposed services;
- The agency's access to the target population(s);
- The appropriateness of the evaluation strategy;
- Relevance and justification for costs included in the budget;
- The applicant's experience in the effective oversight of the administrative, fiscal and programmatic aspects of government contracts;
- The funding and performance history of the agency or program with the AIDS Institute and other funding sources for providing similar and related services for which the agency is applying.

Applicants for Component A are requested to select their primary region of service on the cover page of the application. The primary region of service for the application should be based on the location where the largest number of clients is to be served.

Applicants serving comparable numbers of clients in more than one region may submit two separate applications for Component A. **Applicants may submit no more than two applications in response to Component A.** If more than two applications are submitted in response to this component, the first two applications that are opened will be reviewed and considered for funding. All other applications will be rejected.

A separate and complete application must be submitted for each component of the RFA for which you are applying. If an applicant is applying to provide both Component A and Component B, the applicant must submit a separate application for each component. If one application is submitted for both components, the application will be rejected.

The intent of the RFA is to ensure regional coverage for HIV/AIDS Behavioral Health Education. The number of anticipated awards per region, as specified within each Component, will provide coverage of the

funded services within available resources. Awards will be made to the highest scoring applicants in each region, up to the number of awards indicated for that region.

In cases where 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 in Section IV - Program Design will receive the award.

If there is an insufficient number of acceptable applications (scoring 70 or above) received from any region in Component A, or if there is no acceptable application (scoring 70 or above) received for Component B, the NYSDOH AI and HRI reserve the right to shift funding to another region in Component A. The next highest scoring application will be funded, up to the maximum number of awards allocated in the region.

NYS and HRI reserve the right to revise the award amounts and component amounts as necessary due to changes in the availability of funding. The Affordable Care Act and NYS Medicaid Reform are redefining allowable grant reimbursement. The expansion of covered services under health care reform on the federal and local level is rapidly changing the landscape of grant fundable activities and services. It is anticipated that the continued changes will affect the current grant funded model during the award period. Applicants must anticipate work plan and work scope changes that will be responsive to health care reform. Grant funds are dollars of “last resort”, and can only be used when there are no options for other reimbursement. Funds awarded through this RFA may NOT be used to supplant funding from other local, state or federal sources or existing programs.

A visit to an applicant's site may be necessary in cases in which the agency and its facilities are not familiar to the AIDS Institute. The purpose of such a visit would be to verify that the agency has appropriate facilities to carry out the activities described in the application for funding.

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

Applicants awarded Ryan White grant funding will be required to follow the guidance detailed in Ryan White Guidance for Part B Contractors *(Attachment 1).*

Once an award has been made, applicants not funded under this RFA may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of non-award announcement.

ATTACHMENT 1

RYAN WHITE GUIDANCE FOR PART B SUBCONTRACTORS

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

RYAN WHITE SERVICE CATEGORIES

The Ryan White law limits the persons eligible for Ryan White services and limits the services that are allowable with Ryan White funds. Activities supported and the use of funds appropriated under the law must be in accordance with legislative intent, federal cost principles, and program-specific policies issued by the federal Health Resources and Services Administration (HRSA). HRSA policy related to Ryan White Parts A and B states that no service will be supported with Ryan White funds unless it falls within the legislatively defined range of services. In addition, the law stipulates that Ryan White is the "payer of last resort" (see payer of last resort section on page 6).In conducting program planning, developing contracts, and overseeing programs, you must comply with legislative intent and HRSA policy regarding allowable services and payer of last resort requirements.

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

CORE SERVICES

1. **Mental health services for HIV-positive persons.** Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, including individual and group counseling, based on a detailed treatment plan, provided by mental health professionals licensed by the NYS Department of Education and the Board of Regents to practice within the boundaries and scope of their respective profession. This includes Psychiatrists, Psychologists, Psychiatric Nurse Practitioners, Masters prepared Psychiatric Registered Nurses, and Licensed Clinical Social Workers. All mental health services must be provided in accordance with the AIDS Institute Mental Health Standards of Care.

2. **Medical case management services (including treatment adherence)** are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments are key components of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the care plan at least every 6 months, as necessary during the enrollment of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication. Medical case management services must be provided by trained professionals who provide a range of client-centered services that result in a coordinated care plan which links clients to medical care, psychosocial, and other services. Medical case management may be provided in a variety of medical settings, including community health centers, County Departments of Health, hospitals, or other Article 28 facilities. All medical case management services must be provided in accordance with AIDS Institute medical case management standards.

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

3. **Case management (non-medical**) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed support services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does. In accordance with HRSA HAB policy notice 07-04, this includes transitional case management for incarcerated persons as they prepare to exit the correctional system as part of effective discharge planning, or who are in the correctional system for a brief period,

which would not include any type of discharge planning. All non-medical case management services must be provided in accordance with AIDS Institute non-medical case management standards.

4. **Emergency financial** - Ryan White HIV/AIDS Program funds may be used to provide Emergency Financial Assistance (EFA) as an allowable support service.

    a. The decision-makers deliberately and clearly must set priorities and delineate and monitor what part of the overall allocation for emergency assistance is obligated for transportation, food, essential utilities, and/or prescription assistance. Careful monitoring of expenditures within a category of "emergency assistance" is necessary to assure that planned amounts for specific services are being implemented, and to indicate when reallocations may be necessary.

    b. In addition, Grantees and planning councils/consortia must develop standard limitations on the provision of Ryan White HIV/AIDS Program funded emergency assistance to eligible individuals/households and mandate their consistent application by all contractors. It is expected that all other sources of funding in the community for emergency assistance will be effectively utilized and that any allocation of Ryan White HIV/AIDS Program funds to these purposes will be the payer-of-last-resort, and for limited amounts, limited use and limited periods of time

5. **Food bank/home-delivered meals -** Food and Meal Services assist with improving the nutrition status of the client while they develop the necessary skills to make appropriate food choices that will improve and/or maintain their health status. Nutrient dense, well balanced, and safe meals and food tailored to the specific dietary needs of PLWH/A can assist in maximizing the benefits of medical interventions and care. The food and meal services include home-delivered meals, congregate meals, pantry bags, and food gift cards/vouchers. Meals and pantry bags must provide culturally acceptable foods based on knowledge of the food habits and preferences of the target populations.

6. **Health education/risk reduction -**HIV education and risk reduction services include short term individual and/or group level activities to address medical and/or health related education intended to increase a client's knowledge of and participation in their health care, address secondary HIV prevention, improve health, and decrease the risk of transmission of HIV. Education and risk reduction services should be structured to enhance the knowledge base, health literacy, and self efficacy of HIV-infected persons in accessing and maintaining HIV medical services and staying healthy. Recreational and socialization activities are not included in this category.

7. **Housing services** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.

8. **Linguistic services** include interpretation/translation services (both written and oral), provided to HIV- infected individuals (including non-English speaking individuals, and those who are deaf or hard of hearing) for the purpose of ensuring the client's access to medical care and to Ryan White fundable support services that have a direct impact on primary medical care. Funded providers must ensure linguistic services are provided by a qualified professional interpreter.

9. **Medical Transportation services** include conveyance services provided, directly or through voucher, to an eligible client so that he or she may access HIV-related health and support services intended to maintain the client in HIV/AIDS medical care. If this contract is funded under Catalog of Federal Domestic Assistance Number 93.917 or 93.915, the contractor certifies that it will provide transportation services for eligible clients to medical and support services that are linked to medical outcomes associated with HIV clinical status. Transportation should be provided through: A contract(s) with a provider(s) of such services; Voucher or token systems, Mileage reimbursement that enables individuals to travel to needed medical or other support services may be supported with Ryan White HIV/AIDS Program funds, but should not in any case exceed the established rates for Federal Programs. Federal Joint Travel Regulations provide further guidance on this subject; Use of volunteer drivers (through programs with insurance and other liability issues specifically addressed); or, Purchase or lease of organizational vehicles for client transportation programs. Note: Grantees must receive prior approval for the purchase of a vehicle.

10. **Outreach services** are programs that have as their principal purpose identification of people who know their status so that they may become aware of, and may be enrolled in care and treatment services, **NOT** HIV counseling and testing or

HIV prevention education. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

11. **Psychosocial support service**s are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups that improve medical outcomes, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.

12. **Referral for health care/supportive s**ervices is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.

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

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

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

1. HIV prevention/risk reduction for HIV-negative or at-risk individuals.
2. Syringe exchange programs.
3. HIV counseling and testing.
4. Employment, vocational rehabilitation, or employment-readiness services.
5. Art, drama, music, dance, or photography therapy.
6. Social, recreational, or entertainment activities. **Federal funds cannot be used to support social, recreational or entertainment activities.** Ryan White funds cannot be used to support amusement, diversion, social activities, or any costs related to such activities, such as tickets to shows, movies or sports events, meals, lodging, transportation, and gratuities. Movie tickets or other tickets cannot be used as incentives. Funds should NOT be used for off-premise social/recreational activities or to pay for a client's gym membership. Ryan White funds cannot support parties, picnics, structured socialization, athletics, etc.
7. Non-client-specific or non-service-specific advocacy activities.
8. Services for incarcerated persons, except transitional case management, per HRSA policy Notice 7-04.
9. Costs associated with operating clinical trials.
10. Funeral, burial, cremation or related expenses.
11. Funds awarded under the Ryan White HIV/AIDS Program may NOT be used for direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees. This restriction does not apply to vehicles operated by organizations for program purposes.
12. Funds awarded under the Ryan White HIV/AIDS Program may NOT be used to pay local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied).
13. Criminal defense or class action suits unrelated to access to services eligible for funding under Ryan White.
14. In no case may Ryan White HIV/AIDS Program funds be used to make direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Grantees are advised to administer voucher programs in a manner which assures that vouchers cannot be used for anything other than the allowable service, and that systems are in place to account for disbursed vouchers.
15. Inpatient services.
16. Clothing.
17. Installation of permanent systems for filtration of all water entering a private residence.
18. Professional licensure or to meet program licensure requirements.

19. Broad-scope awareness activities about HIV services which target the general public.
20. **Fund raising.** Federal funds cannot be used for organized fund raising, including financial campaigns, solicitation of gifts and bequests, expenses related to raising capital or contributions, or the costs of meetings or other events related to fund raising or other organizational activities, such as the costs of displays, demonstrations, and exhibits, the cost of meeting rooms, and other special facilities used in conjunction with shows or other special events, and costs of promotional items and memorabilia, including gifts and souvenirs. These costs are unallowable regardless of the purpose for which the funds, gifts or contributions will be used.
21. Transportation for any purpose other than acquiring medical services or acquiring support services that are linked to medical outcomes associated with HIV clinical status. Transportation for personal errands, such as grocery shopping, other shopping, banking, social/recreational events, restaurants, or family gatherings is not allowed.
22. Pediatric developmental assessment and early intervention services, defined as the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children.
23. Permanency planning defined as the provision of services to help clients or families make decisions about placement and care of minor children after the parents/caregivers are deceased or are no longer able to care for them.
24. Voter registration activities.
25. Costs associated with incorporation.
26. Herbal supplements/herbal medicines.
27. Massage and related services.
28. Reiki, Qi Gong, Tai chi and related activities.
29. Relaxation audio/video tapes.
30. Yoga, yoga instruction, yoga audio/video tapes, yoga/exercise mats.
31. Acupuncture services.
32. Buddy/companion services.
33. International travel.
34. Purchase of land or construction.
35. Lobbying activities.
36. Funds may not be used for household appliances, pet foods or other non-essential products.
37. Funds cannot be used to support materials designed to promote intravenous drug use or sexual activity.
38. Purchase of vehicle without approval
39. Pre-exposure prophylaxis

Ryan White contractors are expected to provide documented, fundable services to eligible clients and to clearly define the scope and nature of such services in the contract work plan. Contract work plans and duties descriptions of staff supported by Ryan White funds will be reviewed to ensure that they include only those activities that are fundable under the Ryan White law.

PAYER OF LAST RESORT

Ryan White is payer of last resort. The Ryan White HIV/AIDS Treatment Extension Act requires that "...the State will ensure that grant funds are not utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made with respect to that item or service under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or by an entity that provides health services on a prepaid basis. DSS program policy guidance No. 2 further states that at the individual client level, grantees and/or their subcontractors are expected to make reasonable efforts to secure other funding instead of Ryan White whenever possible. Ryan White funding may only be used for services that are not reimbursable by Medicaid, ADAP Plus or other third-party payers.

CLIENT ELIGIBILITY

HIV Status - The principal intent of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White HIV/AIDS Program) is to provide services to persons infected with the Human Immunodeficiency Virus (HIV), including those whose illness has progressed to the point of clinically defined Acquired Immune Deficiency Syndrome (AIDS).

Ryan White HIV/AIDS Program funds are intended to support only the HIV-related needs of eligible individuals. Grantees and funded contractors must be able to make an explicit connection between any service supported with Ryan White HIV/AIDS Program funds and the intended recipient's HIV status, or care-giving relationship to a person with HIV/AIDS.

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

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

Income – All clients receiving Ryan White services must meet the following income eligibility requirements. Financial eligibility is based on 435% of the Federal Poverty Level (FPL). Clients above 435% of FPL are not eligible for services. FPL varies based on household size and is updated semi-annually. Financial eligibility is calculated on the gross income available to the household, excluding Medicare and Social Security withholding and the cost of health care coverage paid by the applicant.

Updated Federal Poverty Guidelines may be accessed by visiting: http://aspe.hhs.gov/poverty/index.shtml

Residency - New York State residency is required, U.S. citizenship is not required. Incarcerated individuals receiving services in jails or prisons are exempt from this requirement.

Contractors receiving Ryan White funds must have systems in place to ensure and document client eligibility based on HIV Status, income, and residency. Ryan White contractors must document client eligibility immediately upon client enrollment in a Ryan White service. Client files must include primary documentation of positive HIV serostatus (e.g., lab results or physician statements) or reference to the primary documentation in the form of a certified referral form or a notation that eligibility has been confirmed, including the name of the person/organization verifying eligibility, date, and nature and location of primary documentation. Client files must also contain documentation supporting eligibility based on income and residency requirements. Client eligibility must be documented and updated every six months in order to ensure compliance with the HRSA National Monitoring Standards. Contractors must be made aware of this requirement, and contract managers must review documentation of client eligibility during monitoring.

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

By receiving Part B funds, the contractor agrees to participate, as appropriate, in Ryan White HIV/AIDS Treatment Extension Act initiatives. The contractor agrees that such participation is essential in meeting the needs of clients with HIV as well as achieving the overall goals and objectives of the Ryan White HIV/AIDS Treatment Extension Act. The contractor also agrees to participate in any Federal investigations.

Ryan White funded medical and support services must be provided in settings that are accessible to low income individuals with HIV disease.

The Ryan White HIV/AIDS Program legislation requires grantees and subgrantees to develop and implement policies and procedures that specify charges to clients for Ryan White funded services. These policies and procedures must also establish sliding fee scales and discount schedules for clients with incomes greater than 100% of poverty. The legislation also requires that individuals be charged no more than a maximum amount (cap) in a calendar year according to specified criteria.

Each subcontractor may adopt the following policy for use in their policies and procedures in order to satisfy this legislative requirement.
All clients receiving Ryan White Part B services must meet the following income eligibility requirements. Financial eligibility is based on 435% of the Federal Poverty Level (FPL). Clients above 435% of FPL are not eligible for services. FPL varies based on household size and is updated semi-annually. Financial eligibility is calculated on the gross income available to the household, excluding Medicare and Social Security withholding and the cost of health care coverage paid by the applicant.

- If an individual's income is less than or equal to 100% of the Federal Poverty Level (FPL), the individual may not be charged for services.

- For individuals with income from 101% to 200% of the FPL, a nominal fee of $5 will be charged per service visit. Cumulative charges in a calendar year can be no more than 5% of the individual's annual gross income. Once the 5% cap is reached, the individual may no longer be charged for services.

- For individuals with incomes from 201% to 300% of the FPL, a nominal fee of $7 will be charged per service visit. Cumulative charges in a calendar year can be no more than 7% of the individual's annual gross income. Once the 7% cap is reached, the individual may no longer be charged for services.

- For individuals with income over 300% of the FPL, a nominal fee of $10 will be charged per service visit. Cumulative charges in a calendar year can be no more than 10% of the individual's annual gross income. Once the 10% cap is reached, the individual may no longer be charged for services.

The following discounted fee schedule shall be applied to all individuals receiving a Ryan White Part B service as follows:

- For individuals with income from 101% to 200% of the FPL, a discount of $5 will be applied to each charge per service visit.

- For individuals with income from 201% to 300% of the FPL, a discount of $7 will be applied to each charge per service visit.

- For individuals with income over 300% of the FPL, a discount of $10 will be applied to each charge per service visit.

Services must be provided to eligible clients without regard to either the ability of the individual to pay for such services or the current or past health conditions of the individuals to be served.

TIME AND EFFORT REPORTING

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

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

QUALITY

Ryan White Part B contractors are expected to participate in quality management activities as contractually required, at a minimum compliance with relevant service category standards of care and collection and reporting of data for use in measuring performance. Quality management activities should incorporate the principles of continuous quality improvement, including agency leadership and commitment, staff development and training, participation of staff from all levels and various disciplines, and systematic selection and ongoing review of performance criteria, including consumer satisfaction.

HRSA NATIONAL MONITORING STANDARDS

The National Monitoring Standards (Standards) are designed to help Ryan White HIV/AIDS Program Part A and B (including AIDS Drug Assistance Program) grantees meet federal requirements for program and fiscal management, monitoring, and reporting to improve program efficiency and responsiveness. Requirements set forth in other sources are consolidated into a single package of materials that provide direction and advice to grantees for monitoring both their own work and the performance of service providers. The Standards consolidate existing HRSA/HAB requirements for program and fiscal management and oversight based on federal law, regulations, policies, and guidance documents.

The Standards were developed by the Division of Service Systems (DSS) within the Health Resources and Services Administration's HIV/AIDS Bureau (HRSA/HAB) in response to several Office of Inspector General (OIG) and Government Accountability Office (GAO) reports. These reports identified the need for a specific standard regarding the frequency and nature of grantee monitoring of subgrantees and a clear HRSA/HAB Project Officer role in monitoring grantee oversight of subgrantees.

Grantees and Subgrantees are required to comply with the Standards as a condition of receiving Ryan White Part A and Part B funds. The Standards can be accessed by visiting:
http://www.hab.hrsa.gov/manageyourgrant/granteebasics.html

ADMINISTRATION

The Ryan White legislation imposes a cap on contractor administration. The legislative intent is to fund services and keep administrative costs to a minimum. Contractors must keep administrative costs to ten percent of the total Ryan White budget. **The following items of expense are considered administrative and should be included in the column for administrative costs when completing the budget forms.**

(A) Salaries

Management and oversight: This includes staff that has agency management responsibility but no direct involvement in the program or the provision of services.

Quality assurance, quality control and related activities: This includes staff whose duties relate to agency-wide quality assurance (e.g., developing agency quality assurance protocols, reviewing a sample of charts to determine the quality of services agency-wide, or participating on an agency's/facility's quality committee).This does not include supervisory quality assurance (e.g., reviewing charts with direct service staff to determine the appropriateness and comprehensiveness of services delivered to the staff person's clients).

Finance and Contract administration: This includes proposal, work plan and budget development, receipt and disbursal of contract funds, and preparation of programmatic and financial reports as required by the AIDS Institute.

A position **or** percentage of a position may be considered administrative. Examples of titles that are 100% administrative: Controller, Accounting Manager, Director of Operations, Bookkeeper, Accountant, Payroll Specialist, Finance Coordinator, Maintenance Worker, or Security Officer.

Examples of titles that may in part involve administrative duties: Deputy Executive Director; Program Manager, Program Coordinator, or Clinic Manager.

In the example below, the Chief Operating Officer and Chief Administrative Officer have wholly administrative positions. As such the entire amount requested from the AIDS Institute for these salaries is transferred into the administrative cost line. A calculation on the Salary budget form page will divide all administrative salaries by the total salaries. This percentage may be applied to items in the miscellaneous category that may be shared by program and administrative staff.

Position Title/Incumbent Name(s) List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time.	Hours Worked Per Hours worked per week,	Annual Salary Salary for 12 months, regardless of	# of months or pay periods funded on this contract	% of effort worked on this contract	Amount Requested from AIDS Institute (1) Col 3 x Col 4 x Col 5 12 mos. or 26 pp	*Administrative Costs* *Includes administrative staff salaries supported by this contract.* (3)
Dir. Of Case Mgt & Trmnt Adherence	35	$60,000	12.046	30.00%	$18,069	
Chief Operating Officer	35	$110,000	12.046	5.00%	$5,521	$5,521
Chief Administrative Officer	35	$95,000	12.046	5.00%	$4,768	$4,768
Case Manager	35	$30,000	12.046	100.00%	$30,115	
Case Manager	35	$38,000	12.046	100.00%	$38,146	
IT Specialist	35	$43,000	12.046	10.00%	$4,316	
					Total	$10,289
					% Admin Staff	10%

(B) Fringe

The fringe rate should be applied to the amount of staff salaries devoted to administration ($10,289 in the above example) in order to calculate the amount of administrative fringe benefits. The summary budget form will calculate this amount once the administrative salaries have been identified on the salary page and the fringe rate has been entered on the fringe page.

(C) Supplies

All funds budgeted for office supplies are considered administrative. Supplies such as educational or clinical materials would be considered programmatic. The administrative supply amount should be entered directly on the supply budget form.

(D) Travel

Travel pertaining to the financial operations or overall management of the organization is considered administrative. Client travel or travel of program staff to training would be considered programmatic. The administrative travel amount should be entered directly on the travel budget form.

(E) Equipment

Equipment purchased for administrative staff or for the financial operations or overall management of the organization is considered administrative. Equipment purchased for program staff or to support or enhance service delivery would be considered programmatic. The administrative equipment amount should be entered directly on the equipment budget form.

(F) Miscellaneous

Includes 100% of rent, utilities, telecommunications, audit expenses, general liability and board insurance. In addition, the percentage of staff time devoted to administration (as calculated on the salary page) should be applied to items of expense shared by program and administrative staff (such as photocopiers, printers, and maintenance agreements).The amount of administrative telecommunications, space and miscellaneous other costs should be entered directly on the miscellaneous budget form.

(G) Subcontracts/Consultant

Includes contractors who perform non-service delivery functions (bookkeepers, payroll services, accountants, security, maintenance, etc.)The administrative contractual amount should be entered directly on the subcontracts/consultants budget form.

(H) Indirect

100% of funds budgeted in the indirect line are administrative. Only contractors with a federally approved indirect cost rate agreement may request indirect costs (capped at 10%).The total amount of indirect costs requested should be transferred to the administrative cost line on the indirect costs budget form.

The summary budget form will calculate a rate based on the entries made on each budget form. This rate must be 10% or less for Ryan White contractors. We recognize that some administrative resources are needed by contractors to support direct service programs; however, it is important to note that Ryan White funds are meant to support direct services rather than administration. Upon review of the budget, contract managers will work with you if necessary to reduce administrative costs.

ATTACHMENT 2

Sample
Letter of Interest to Apply

(Agency Letterhead)

Date:

Valerie J. White
Deputy Director, Administration and Data Systems
AIDS Institute
New York State Department of Health
ESP Corning Tower, Rm. 478
Albany, NY 12237-0658

Re: RFA #13-0003 Ryan White Part B HIV/AIDS Behavioral Health Education Initiative

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).

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

[ ] **Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services**

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

New York City:	Rest of the State**:**
[ ] Manhattan	[ ] Hudson Valley
[ ] Brooklyn	[ ] Long Island
[ ] Bronx	[ ] Finger Lakes
[ ] Queens	[ ] Northeastern New York
[ ] Staten Island	[ ] Western New York
	[ ] Central New York

[ ] Component B: HIV/AIDS Behavioral Health Education Training & Technical Assistance Center

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

Sincerely,

Name
Title
Address
Email

ATTACHMENT 3

Application Checklist

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

- ☐ Application Cover and Contact Page (Attachment 4)
- ☐ Application Checklist (Attachment 3)
- ☐ Letter of Commitment from Executive Director or Chief Executive Officer (Attachment 5)
- ☐ Letter of Commitment from Board of Directors or Equivalent Official (Attachment 6)
- ☐ Application Content:
  - ☐ Program Summary – 1-2 pages (not included in page limit)
  - ☐ Statement of Need – 2 pages
  - ☐ Applicant Capability and Experience – 3 pages
  - ☐ Program Design – 5 pages
  - ☐ Staffing Plan and Qualifications – 3 pages
  - ☐ Evaluation and Quality Improvement – 2 pages
- ☐ Budget Forms for Solicitations (Attachment 8a)
- ☐ Behavioral Health Services Linkage Chart - Component A only (Attachment 7)
- ☐ Funding History for HIV Services (past 3 years) (Attachment 9)
- ☐ Board of Directors/Task Force (Attachment 10)
- ☐ Population Data Form – Component A only (Attachment 11)
- ☐ Service Site Information– Component A only (Attachment 12)
- ☐ Program Timeline (Attachment 13)
- ☐ Agency Capacity Information - Component A (Attachment 14) or Component B (Attachment 15)
- ☐ Most Recent Yearly Independent Audit
- ☐ Organizational Charts (Both Agency Level and Proposed Program Level)
- ☐ Resumes of Key Program Staff

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 4
(Page 1 of 2)

Application Cover and Contact Page

Component (please check): ☐ Component A ☐ Component B

Agency Name*: _____

Agency's Federal ID Number: _____

**Contact Person (please type or print): _____

Title: _____

Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

County/Borough: _____

If applying for Component A check here ☐ and **please indicate the Region:**

New York City:
[ ] Manhattan
[ ] Brooklyn
[ ] Bronx
[ ] Queens
[ ] Staten Island

Rest of the State**:**
[ ] Hudson Valley
[ ] Long Island
[ ] Finger Lakes
[ ] Northeastern New York
[ ] Western New York
[ ] Central New York

Total Amount of Funding Requested: $150,000

Total number of clients proposed to be enrolled in Community Based HIV/AIDS Behavioral Health Education and Engagement Services each year: _____

If applying for Component B, please check here ☐

Total Amount of Funding Requested: $200,000

* If applicant name is different from contracting agency, please briefly explain relationship:

_____

_____

_____

***Note:** All official correspondence will be mailed to the attention of this person.

Signature of Applicant's Executive Director or Chief Executive Officer

_____ _____

Signature Date

Name: _____

Printed Name (First, Last)

ATTACHMENT 5

SAMPLE

LETTER OF COMMITMENT

From the Executive Director or Chief Executive Officer

(Agency Letterhead)

Date:

Valerie J. White
Deputy Director, Administration and Data Systems
AIDS Institute
New York State Department of Health
ESP Corning Tower, Rm. 478
Albany, NY 12237-0658

Dear Ms. White:

This letter certifies that I have reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute, for funding under the solicitation Ryan White Part B HIV/AIDS Behavioral Health Education Initiative **RFA #13-0003.**

I am committed to ensuring that the proposed HIV-related services will be provided and that qualified staff will be recruited, appropriately trained and have sufficient in-house leadership and resources to effectively implement the program.

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

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

[ ] Registered not-for-profit 501(c)(3) community based organization or New York State Department of Health licensed Article 28 facility with a minimum of three years of experience providing services to PLWH/A.

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

[ ] Registered not-for-profit 501(c)(3) community based organization, academic institution, hospital and private not-for-profit training organization with a minimum of three years of experience delivering training or technical assistance in the areas of HIV/AIDS and behavioral health.

Sincerely,

Executive Director or Chief Executive Officer
Name or Organization

ATTACHMENT 6

Sample
Letter of Commitment from the Board of Directors (or Equivalent Official)

(Agency Letterhead)

Date:

Valerie J. White
Deputy Director, Administration and Data Systems
AIDS Institute
New York State Department of Health
ESP Corning Tower, Rm. 478
Albany, NY 12237-0658

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 Ryan White Part B HIV/AIDS Behavioral Health Education Initiative **RFA #13-0003 .**

The Board **(or Equivalent Official)** is committed to ensuring that the proposed HIV-related services will be provided and that qualified staff will be recruited, appropriately trained and have sufficient 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 the box that applies):

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

[ ] Registered not-for-profit 501(c)(3) community based organization or New York State Department of Health licensed Article 28 facility with a minimum of three years of experience providing services to PLWH/A.

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

[ ] Registered not-for-profit 501(c)(3) community based organization, academic institution, hospital and private not-for-profit training organization with a minimum of three years of experience delivering training or technical assistance in the areas of HIV/AIDS and behavioral health.

Sincerely,

Name
Board of Directors or Equivalent Official
Applicant Agency Name
Address

ATTACHMENT 7

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services

Behavioral Health Services Linkage Chart

If Services are not available on-site, applicant should have linkage agreements on file with these agencies.

Services	**Name(s) of Agency(s) or Program(s)** to whom clients will be primarily referred	**Provider will be (check one):**	
		On site	**by Linkage**
Psychotherapy/mental health services			
Psychiatric treatment and psychotropic medication management			
Care coordination services			
Substance use treatment services			

ATTACHMENT 8

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Applicants may access the Excel file to be used for submission of the budget by downloading it at: http://www.healthresearch.org/funding-opportunities

Page 1 - Summary Budget

A. Please list the amount requested for each of the major budget categories. These include:
   - Salaries
   - Fringe Benefits
   - Supplies
   - Travel
   - Equipment
   - Miscellaneous Other (includes Space, Phones and Other)
   - Subcontracts/Consultants
   - Indirect Costs

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

Page 2- Salaries

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

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

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

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

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

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

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

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

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

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

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

Page 3 - Fringe Benefits and Position Descriptions

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

The bottom of the page is for position descriptions. For each position, please indicate the title (consistent with the title shown on page 2, personal services) and a brief description of the duties of the position related to the proposed program/project. Additional pages (page 3a) may be attached if necessary.

Page 4 -Subcontracts

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

Page 5- Grant Funding From All Other Sources

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

Page 6 - Budget Justification

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

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

ATTACHMENT 9

Funding History for HIV Services
(Past 3 Years)

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

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

* If grant has not ended, project final expenditures for the full contract period.
**This should include any significant programmatic or fiscal findings noted during monitoring site visits.

ATTACHMENT 10

BOARD OF DIRECTORS/TASK FORCE

Organization: _____

Total Number of Board Members: _____

Board Member Name, Address, Telephone Number and Affiliation	Office Held	Term	Committee Assignments

Please indicate the number of Board Members who consider themselves among the following categories. (These numbers may be duplicative.)

_____Persons Living with HIV or AIDS
_____ Racial/Ethnic Minorities
_____ Gay Men or Lesbians
_____ IV Substance User Community
_____ Clients

ATTACHMENT 11

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services

Population Data Form

Agency Name: _____

	Current **Number HIV+ Individuals Receiving Behavioral Health Education Services**	***Proposed*** **Number HIV+ Individuals To Receive Behavioral Health Education Services**
TOTAL Number of HIV+ Individuals		
RACE		
White Non-Hispanic		
Latino/Hispanic		
American Indian/Alaskan Native		
Black/Non-Hispanic		
Asian/Pacific Islander		
Other		
GENDER		
Female		
Male		
Transgender		
SPECIAL POPULATIONS		
Undocumented/migrant		
Gay men		
MSM		
Lesbian		
Bi-sexual		
AGE		
0-12		
13-19		
20-24		
25-29		
30-39		
40-49		
50+		

ATTACHMENT 12

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services

Service Site Information

Agency Name: _____

Site Name	Site Address	Days of Operation	Hours of Operation

ATTACHMENT 13

Program Timeline

Month

Activity	1	2	3	4	5	6	7	8	9	10	11	12

List proposed program activities and place an “X” in the month during which each activity will be implemented.

ATTACHMENT 14

Component A: Community Based HIV/AIDS Behavioral Health Education and Engagement Services

Agency Capacity and Staffing Information

Area of Responsibility	Staff and Title of Person(s) Responsible	Qualifications/Licenses/ Certifications	Description of Duties Related to this Contract
Provision of Behavioral Health Education & Engagement Services			
Peer services			
Programmatic Oversight and Supervision			
Administrative and Fiscal Oversight			
Information Systems (include data entry and IT support staff)			
Quality Improvement & Program Evaluation			

ATTACHMENT 15

Component B: HIV/AIDS Behavioral Health Education Training & Technical Assistance Center

Agency Capacity and Staffing Information

Area of Responsibility	Staff and Title of Person(s) Responsible	Qualifications/Licenses/ Certifications	Description of Duties Related to this Contract
Provision of Behavioral Health Education Training & Technical Assistance			
Programmatic Oversight and Supervision			
Administrative and Fiscal Oversight			
Information Systems (include data entry and IT support staff)			
Quality Improvement & Program Evaluation			

ATTACHMENT 16

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

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

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

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

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

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

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

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

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

4. Payments -

a) No payments will be made by HRI until such time as HRI is in receipt of the following items:

- Insurance Certificates pursuant to Article 9;
- A copy of the Contractor's latest audited financial statements (including management letter if requested);
- A copy of the Contractor's most recent 990 or Corporate Tax Return;
- A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
- A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

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

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

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

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

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

a) it has the full right and authority to enter into and perform under this Agreement;

b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;

c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;

d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.

b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

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

b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

1) Commercial General Liability (CGL) with limits of insurance of not less than $1,000,000 each Occurrence and $2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance

for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

2) Business Automobile Liability (AL) with limits of insurance of not less than $1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than $100,000 each accident for bodily injury by accident and $100,000 each employee for injury by disease.

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

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

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

10. Publications and Conferences –

a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

b) Conference Disclaimer and Use of Logos: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by Project Sponsor number <insert award #> from <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

11. Title -

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

b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this

Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that 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, Contractor agrees that neither it nor its authorized subcontractors, if any, 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

15. Site Visits and Reporting Requirements -

a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.

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

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

16. Miscellaneous –

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

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

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

d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor's duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor's performance under this Agreement.

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

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

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

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

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

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

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

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

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

a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section

474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.

b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.

c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules.*

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -
The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment).
6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.

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

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

d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.

e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.

g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

h) Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of $2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

i) Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of $2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

j) Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of $2,000 or a non-construction contract in excess of $2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

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

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

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b) The Contractor is not delinquent on any Federal debt.

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

d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or

cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

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

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

i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.

j) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.

k) Equal Employment Opportunity, requires compliance with E.O. 11246, “Equal Employment Opportunity” (30 FR12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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