

**New York State Department of Health
AIDS Institute and Center for Community Health
and
Health Research, Inc. (HRI)**

**Request for Applications (RFA)
#09-0001/FAU #0907010500**

**HIV/STD Prevention and Related Services for
Gay Men/Men of Color Who Have Sex with Men**

- Component A:** Brooklyn-Based Comprehensive HIV/STD Prevention and Related Services for Gay Men/Men of Color Who Have Sex with Men
- Component B:** Community-Based HIV/STD Prevention and Linkage to Health Care and Related Services for Young Gay Men/Men of Color Who Have Sex with Men
- Component C:** Capacity-Building Networks for Community-Based Organizations Serving African American/Black and Latino/Hispanic Gay Men/Men Who Have Sex with Men
- Component D:** Community Mobilization for Syphilis Elimination

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Component A: 10:30 AM; Component B: 12:00 PM
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Questions Due: October 23, 2009

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Letter of Interest Due: November 12, 2009

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Contact Persons:

**Components A, B & C:
Peter Laqueur
NYS Department of Health
AIDS Institute
90 Church Street, 13th Floor
New York, New York 10007**

**Component D:
Rosalind Thomas
NYS Department of Health
Bureau of STD Control
ESP, Corning Tower, Rm. 1168
Albany, New York 12237**

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Request for Applications HIV/STD Prevention and Related Services for Gay Men/Men of Color Who Have Sex with Men

I. Introduction and Purpose

Recent data indicate continuing high rates of HIV and STD transmission among Gay Men/Men of Color Who Have Sex with Men (MSM) in New York State. To address the impact of HIV/STD in these communities, the New York State Department of Health (NYSDOH) AIDS Institute and Health Research, Inc. (HRI) announce the availability of funds to support a multi-faceted response to address the HIV/STD prevention needs of the target populations.

The overall goal of this Request for Applications (RFA) is to increase access to high quality HIV/STD prevention and related services for Gay Men/MSM of color in communities in New York State most affected by HIV and STD transmission.

The goals of the RFA are to:

- establish a comprehensive HIV/STD prevention and support services program in Brooklyn serving Gay Men/MSM of color;
- establish community-based HIV/STD prevention programs serving young Gay Men/MSM of color in communities in New York State most impacted by HIV and STD transmission;
- strengthen the capacity of community-based organizations to provide quality HIV/STD prevention services to Gay Men/MSM of color; and
- enhance syphilis elimination activities targeting Gay Men/MSM in areas outside of New York City.

The RFA is comprised of four components. The purpose of each component is described below:

Component A: Brooklyn-Based Comprehensive HIV/STD Prevention and Related Services for Gay Men/Men of Color Who Have Sex with Men (MSM)

To support a community-based organization located (i.e. has an office) in Brooklyn to provide comprehensive HIV/STD prevention, risk reduction and support services to Gay Men/MSM of color at risk or HIV/STD-infected. The overall goals of Component A are to prevent new HIV/STD infections, increase HIV/STD testing, ensure access to high quality health care and supportive services, facilitate access to mental health and alcohol/substance use services, educate the community about the HIV/STD prevention and related service needs of Gay Men/MSM of color and address environmental factors that impede HIV/STD prevention efforts.

Component B: Community-Based HIV/STD Prevention and Linkages to Health Care and Related Services for Young Gay Men/Men of Color Who Have Sex with Men

To support community-based organizations to serve young Gay Men/MSM of color (ages 16 to 24) with the overall goals of preventing new HIV/STD infections, increasing HIV/STD testing services, ensuring access to early, high quality health care and supportive services, and facilitating access to mental health and substance use/alcohol services for the target population.

Component C: Capacity Building Networks for Community-Based Organizations Serving African American/Black and Latino/Hispanic Gay Men/Men Who Have Sex with Men

To support two agencies to lead and convene two statewide networks specifically focused on HIV/STD issues for Gay Men/MSM in the African American/black and Latino/Hispanic communities, respectively, with the overall goal of strengthening community-based HIV/STD prevention efforts in the target communities.

Component D: Community Mobilization for Syphilis Elimination

To enhance organizations that provide STD/HIV services and that have strong connections to the affected Gay Men/MSM population in targeted areas of New York State outside New York City with the overall goal of reducing syphilis rates with an emphasis on using collaborations and innovative approaches to providing services such as prevention education, earlier case finding and treatment. This component will provide supplemental programmatic funding that will assist organizations having existing program and staffing infrastructure, supported primarily through other funding streams, to provide expanded syphilis elimination activities. Funding for this component is administered in conjunction with the NYSDOH Bureau of STD Control.

Applicants may apply for funding under more than one component. However, a separate application must be submitted for each component. Please note that each component has a specific set of criteria and program requirements. Applicants are advised to carefully read the component for which they are applying and fully comply with that component's requirements.

II. Background

A. Community Input

In addition to the epidemiological data which document the substantial impact of HIV/STD transmission among Gay Men/MSM of color, the development of this RFA was guided and greatly aided by input received from a broad spectrum of individuals and groups from the targeted populations and communities. For example, the RFA is informed by recommendations resulting from the Gay Men's/MSM Forum convened by the AIDS Institute in 2006 which are summarized in the report *Prescription for Change – Report on the Gay Men's/MSM Forum*. Additional input was obtained from a Gay Men's Forum conducted by the New York City Department of Health and Mental Hygiene in 2007 and discussion groups with African American/black and Latino/Hispanic Gay Men/MSM facilitated by the AIDS Institute in the fall of 2008. Finally, this RFA is also informed by the lessons learned and best practices of the programs currently funded by the AIDS Institute to serve the target populations and communities.

B. Diversity of the Target Populations

It is important to note that Gay Men/MSM are diverse in many ways including, but not limited, to: sexual identity, sexual expression, social networks, age, race/ethnicity, language, culture, religion, education, socioeconomic status, as well as knowledge and use of technology. Social networks are likely to be based on many different factors, such as common interests, preferred method of socializing, occupation, age, or ethnic and cultural beliefs. Substance and alcohol use, mental health problems, isolation, stigma and discrimination are examples of the many issues members of the target populations may be dealing with that affect their overall health and well-being. Therefore, it is likely

that successful efforts to engage the target populations will be those that acknowledge their diversity and the overlapping risks and challenges they often face, and attempt to take a holistic approach to improve their health status and general well-being. These realities underscore the importance of carefully targeting a specific subpopulation, obtaining input from its members, conducting focused needs assessments, and collaborating with various stakeholders. Such steps will help to better tailor messages, select venues, design interventions and services that will resonate with the community for which they are intended, and truly enhance HIV/STD prevention efforts and services.

C. Relevant Data

The majority of new HIV infections in the United States and in New York State in 2007 occurred among MSM. Despite accounting for just 15% of New York's population, blacks and Hispanics accounted for nearly two-thirds of all MSM-related HIV diagnoses in 2007. Racial/ethnic groups are represented, as follows, among the State's 1,787 MSM diagnoses in 2007: 33.2% are black, 29.3% are Hispanic, 32.3 % are white, 2.6 % are Asian/Pacific Islander, and 0.3 % are Native American.

People of color, particularly Blacks and Hispanics, continue to bear a disproportionate share of New York City's HIV burden. Among all MSM reported cases in New York City, blacks (n=496) and Hispanics (n=457) received more HIV diagnoses than whites (n=408) in 2007. The racial/ethnic disparity is most striking among adolescents; 97% of the MSM under age 20 diagnosed with HIV in 2007 in New York City were black or Hispanic (84 out of 87). (NYSDOH Bureau of HIV/AIDS Epidemiology)

At Year End 2007, there were 25,231 PLWHAs (People Living with HIV/AIDS) in Brooklyn, of whom 15,811 (62.6%) are males. As to HIV transmission risk, 35.1% or 5,555 male PLWHAs were categorized as MSM. The next largest group, 22.9% (3,619 males), were categorized as Injection Drug Users (IDUs). Taken together these two risk categories account for 58% of all male PLWHAs in Brooklyn.

Among 15,811 Brooklyn male PLWHAs, 35.6% are living with HIV (not AIDS) and 64.4% are living with AIDS. The age distribution among the 15,811 male PLWHAs in Brooklyn is as follows: 2.4% are under 20 years of age and 36.2% are age 50 or older. The majority of male PLWHAs are ages 20 through 49.

The majority of Brooklyn's population, 57.3%, is members of communities of color. Among male PLWHAs, that proportion jumps to 85.2%, reminding us that in Brooklyn, HIV/AIDS is found disproportionately among people of color.

The racial/ethnic concentration of HIV among MSM outside of New York City is less pronounced; however, blacks and Hispanics are still overrepresented relative to their distribution in the general population. Blacks (27.4%) and Hispanics (18.4%) accounted for 45.8% of MSM cases occurring outside NYC in 2007 (n=164), while whites accounted for 46.6% of all cases (n=170). Asian/Pacific Islander (1.4%) and Native American (1.1%) accounted for 2.5% of total cases diagnosed in upstate New York in 2007 (n=9). As in NYC, HIV diagnoses among those under age 20 outside NYC have been almost exclusively among MSM of color. In fact, all 17 HIV diagnoses among MSM in Upstate NY in 2007 were among black (n=15) and Hispanic (n=2) youth. (NYSDOH Bureau of HIV/AIDS Epidemiology)

The relative distribution of HIV infection among MSM in Upstate NY has experienced a similar shift over time. Although the absolute number of new HIV diagnoses among MSM has remained virtually unchanged from 2001 to 2007, the number of cases among MSM under age 30 has increased by 60.5%, while the number of cases among MSM aged 30-39 has decreased by 31.3% during this same timeframe. (NYSDOH Bureau of HIV/AIDS Epidemiology)

New York City (NYC) data indicates further that HIV infection is on the rise among young MSM, with new diagnoses among MSM under age 30 increasing by 40% from 2001 to 2007. New diagnoses in NYC have doubled among MSM ages 13 to 19, while declining by 22% among older MSM. The under-30 group now accounts for 43% of all new diagnoses among MSM in NYC, an increase from 29.3% in 2001. Brooklyn is home to 2,464 PLWHAs (10.4% of all PLWHAs) under the age of 30 as of December 31, 2006.

The Centers for Disease Control and Prevention, in its recent release of 2007 STD data, estimates that approximately 19 million STD infections occur nationally each year, and nearly half are among those aged 15-24. Across the nation syphilis rates increased by 15% from 2006, and 65% of all syphilis cases were among MSM. The report shows persistent and growing racial disparities in Chlamydia, syphilis and gonorrhea, and noted that blacks were 19 times more likely than whites to become infected with gonorrhea in 2007.

In recent years, a number of syphilis outbreaks have occurred among MSM populations. Of those with syphilis whose HIV status was known, high rates of HIV co-infection were documented, ranging from 20 percent to 70 percent. Syphilis causes serious health problems, and the genital sores caused by syphilis also make it easier to transmit and acquire HIV infection sexually (an estimated 2- to 5-fold increased risk). (Syphilis & MSM CDC Fact Sheet, www.cdc.gov/std/syphilis/STD)

In New York State sexual transmission continues to account for an increasing proportion of new HIV infections, and STDs are a major factor fueling the HIV epidemic, particularly among MSM of color. Regarding syphilis, NYS data indicates the majority of cases for New York State outside NYC occurred among men (with significant cases occurring among both white men and men of color.) The following upstate counties had 12 or more early syphilis cases in 2006-2007: Nassau, Suffolk, Westchester, Monroe, Albany, Erie, Onondaga, Orange and Dutchess. Increases in STD risk behaviors and infections, particularly syphilis, among MSM have been reported. STDs not only can cause serious, painful and sometimes life-threatening complications, but STDs also promote the transmission of HIV. Studies have demonstrated that being infected with an STD may make it 2 to 23 times easier to transmit HIV depending on the specific STD. (Fleming and Wasserheit, *Sex Transm Infection* 1999;75)

Men in New York City during Calendar Year 2006 experienced 12,945 cases of Chlamydia, 5,731 cases of Gonorrhea, and 560 cases of Primary and Secondary Syphilis (P&S). These case counts yield male case rates per 100,000 population of 341.2 for Chlamydia and 151.0 for Gonorrhea, and 14.76 for Primary and Secondary Syphilis.

Brooklyn contributes 25.6% of all cases of Chlamydia occurring in NYC among young men ages 15-19 and 28.2% of young men ages 20-24. For Gonorrhea among Brooklyn's young men, the proportions of NYC cases are 39.7% for those 15-19 and 36.4 of those ages 20-24.

These figures, though high, do not adequately describe the STD situation in Brooklyn. For example, a single neighborhood in Central Brooklyn is one among the seven neighborhoods in NYC with the

highest rates of male Gonorrhea. This single neighborhood *also* has the 2nd highest rate of male Chlamydia and the highest rate of male Primary and Secondary Syphilis; this in a borough that has seen the male P&S rate grow from 2/100,000 population in 1997 to 24/100,000 in 2007. These numbers represent a 12-fold increase in 10 years, e.g., more than a doubling of cases among Brooklyn men over each of these 10 years.

Numerous experts believe that increased STD cases among MSM are due in part to increased risky sexual behavior following successful anti-retroviral therapy for treating HIV/AIDS, and the perception, particularly among the young, that HIV is a treatable, chronic condition.

In addition, some MSM may have a poor understanding of the various STDs. They may be unaware of the symptoms – or absence of symptoms – associated with these infections. They may also not understand the role that STDs play in enhancing HIV acquisition and transmission. This lack of knowledge contributes to a failure to take action when an STD is present and may result in further transmission.

Other recent studies document additional factors contributing to increased HIV/STD risk among MSM. A study relating to binge drinking, recently released by the NYC Department of Health and Mental Hygiene, concluded that the consumption of five or more alcoholic beverages on one occasion may be contributing to an increased risk of HIV among MSM in NYC. According to the study based on 2007 data, 24% of MSM reported engaging in binge drinking at least once monthly, and 40% of MSM who engaged in binge drinking reported having five or more sexual partners in the past year, compared with 21% of non-binge drinking MSM. The study also found that 65% of MSM who consumed alcohol were likely to use a condom during receptive anal intercourse, while 86% of non-drinking MSM were likely to use a condom during receptive anal sex.

Other published studies have documented the increased use of the stimulant drug methamphetamine (also known as crystal meth) and noted that its use by MSM may correspond to growing rates of HIV and STDs. A report from New York City calculates the likelihood of HIV seroconversion from unprotected anal intercourse for MSM reporting methamphetamine use is three times greater than MSM reporting nonuse. Methamphetamine use has been reported to increase sexual capacity, and it may also affect judgment and personality in ways that increase sexual risk behavior. Other studies indicate that younger MSM use “meth” more frequently than older MSM, and its use is reported more frequently among white and Latino MSM than among African American MSM. (“MSM Resources and Fact Sheets,” Center on AIDS and Community Health, www.effectiveinterventions.org)

Further, additional data underscore the need to focus on testing. For example, CDC has presented information indicating that black MSM are just as likely to report ever getting tested as other MSM, but less likely to be tested frequently, and are also more likely to be unaware of their HIV infection compared with other communities. As such, they may unknowingly expose their sexual partners to HIV by engaging in more risky behaviors than men who know they are positive. (Summary of Black Gay Men & HIV Forum, Feb. 2007, www.champnetwork.org/nybmsm)

Persons who receive an AIDS diagnosis concurrently or within 12 months of their initial positive HIV test result are referred to as “late testers.” The proportion of late testers among all testers during a given time period is a marker of the need for targeted interventions and or removal of barriers to voluntary, client-initiated testing. In the most recent data analysis of State level data, MSM of color represent 23.5% of all late testers in NYS (white, non-Hispanic MSM account for an additional 9.2% of cases).

In Brooklyn, among all males testing, 29% are concurrently diagnosed with HIV and AIDS and an additional 37.8% are late testers. Among MSM in Brooklyn, 22.4% are concurrently diagnosed and another 31.3% are late testers. Observing the same data by race/ethnicity of Brooklyn's residents, concurrent diagnoses are at 20.4% of all diagnosis among Whites and approximately 10% higher at 28.5% among Blacks and 30.0% among Hispanics. Late testers among Blacks are 37.7% of and testers and, among Hispanics, are 38.9% of all testers.

D. Health and Wellness Approach

The NYS Department of Health encourages programs that serve Gay Men/MSM of color to integrate the concepts of health and wellness into their HIV/STD prevention service programs. The health and wellness model promotes a comprehensive approach that addresses the physical, psychological and environmental impacts on an individual's overall health. Many of the health-related needs of Gay Men/MSM of color are similar to the needs of the general population; however, many Gay Men/MSM of color experience a variety of factors and barriers that impede their access to the health and human service system. Examples of factors that impact the health of Gay Men/MSM of color include discrimination, stigma, alcohol and substance use, violence, harassment in school and homelessness.

In the context of an HIV/STD prevention program, a health and wellness approach would enable a program to recognize and address how various other health-related factors interact and increase a person's risk for HIV infection and STDs. For example, high incidences of substance use, partner violence, childhood sexual abuse and depression among Gay Men/MSM of color increase their risk for HIV/STDs. Therefore, programs funded to provide HIV/STD prevention services for Gay Men/MSM of color should be prepared to address (at a minimum), either directly or through referrals, such issues as: access to health care; overall sexual health care needs; substance use/alcohol services; mental health services; and partner violence prevention services.

Programs that incorporate a health and wellness approach into their HIV/STD prevention programs will be better prepared to help clients access health care services and, thus, enhance their HIV/STD prevention efforts.

E. Harm Reduction Approach

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

A harm reduction approach also recognizes the importance of working with a client's level of acceptance of services. Consequently, the development of positive relationships with individuals in a

client-oriented, non-judgmental, incremental fashion is the basis to the overall harm reduction approach.

F. Youth Development Approach

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

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

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

III. Component A: Brooklyn-Based Comprehensive HIV/STD Prevention and Related Services for Gay Men/Men of Color Who Have Sex with Men (MSM)

A. Available Funding -- Component A

The amount available for Component A is \$350,000 in State funds to support one (1) award.

This is a resolicitation of funding that supported a program located in Brooklyn that served Gay Men/MSM of color. This funding has been allocated to support one (1) award for a program that **has an office in Brooklyn** and that proposes to serve the same populations. **Clients to be served do not need to reside in Brooklyn.**

The award will be made to the highest scoring application. NYSDOH also reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

Funds awarded through this RFA may NOT be used to supplant funding from other local, state or federal sources or existing programs.

B. Who May Apply – Component A

Applicant Eligibility

Eligible applicants are:

- Private not-for-profit 501(c)(3) organizations, including community-based organizations providing human services with an office in Brooklyn; and
- Article 28 licensed community health centers with an office in Brooklyn.

Preference Factors

Preference will be given to applicants that demonstrate the following:

- A successful history of reaching and serving Gay Men/MSM of color.
- A board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through this application.
- A capacity to provide rapid HIV testing directly as an approved provider or through a documented linkage with an approved provider of this service.
- A capacity to provide screening for STDs (gonorrhea, Chlamydia and syphilis) directly, or through a documented linkage with an approved provider of this service.
- At least two (2) years of experience with administrative, fiscal and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.

C. Scope of Services and Guidelines – Component A

Funding will support a program located in Brooklyn that will provide a comprehensive range of HIV/STD prevention, risk reduction and support services for Gay Men/MSM of color at risk or HIV/STD infected. The overall goals of Component A are to: prevent new HIV/STD infections; increase HIV and STD testing services; identify HIV/STD infected individuals and ensure their access to early, high quality health care and supportive services; facilitate access to mental health and alcohol/substance use services; educate the community about the HIV/STD prevention and related service needs of the target population; and address environmental factors that impede HIV/STD prevention efforts designed for Gay Men/MSM of color.

The objectives of Component A are to:

- Create a safe environment for Gay Men/MSM of color to receive a comprehensive array of services that address their HIV/STD prevention, health care, and support needs.
- Provide effective evidence-based prevention interventions intended to keep Gay Men/MSM of color from acquiring and transmitting HIV and STDs.
- Identify Gay Men/MSM of color who are at high risk for HIV infection and/or STD, or who are HIV/STD infected and unaware of their status, and to connect them to testing, comprehensive health care and supportive services.
- Provide ongoing HIV prevention and support services to Gay Men/MSM of color who are living with HIV/AIDS to reduce the transmission of HIV and maintain optimal health.

- Provide mental health and alcohol/substance use services to Gay Men/MSM of color to address the underlying causes for high-risk behavior and to support the health and wellness of Gay Men/MSM living with HIV/AIDS.
- Promote community awareness about the HIV/STD prevention and related service needs of Gay Men/MSM of color.
- Develop and implement strategies to address environmental factors and societal norms that impede HIV/STD prevention efforts for Gay Men/MSM of color in Brooklyn.

The program funded under Component A should provide the following scope of services:

1. Safe and Secure Program Environment

Community input and recommendations regarding best practices emphasize the need for programs that serve Gay Men/MSM of color to create environments where clients feel safe and supported, both physically and psychologically, and where their differences are respected and appreciated. The successful applicant to Component A will be expected to develop and maintain a “safe space” where clients can discuss health, social and emotional issues, as well as receive services (e.g. risk reduction counseling, HIV/STD prevention interventions, HIV/STD testing, support groups, etc.). A key component to creating a safe program environment is hiring staff and peers who are welcoming and who will work with clients in a respectful manner. Applicants are expected to describe how they will create a safe and secure program environment that will support the delivery of an array of HIV/STD prevention and support services.

2. Outreach

Applicants are expected to propose outreach activities designed to reach Gay Men/MSM of color for the following purposes: to promote the applicant’s programs and recruit clients; to provide health education and risk reduction information to individuals and to groups; to provide educational materials and safer sex supplies; and to facilitate access to a full range of services needed by the target populations (e.g. case management, mental health, substance use, syringe exchange, entitlements, legal, housing, primary care, etc.). The proposed outreach activities should be tailored to reach members of the target populations in Brooklyn.

Applicants are expected to describe the types of outreach activities they will conduct, where they will take place, the rationale for selection of the venue(s) or strategy, the specific subpopulation(s) of Gay Men/MSM of color to be targeted for outreach, and the number of individuals to be reached.

3. Targeted Outreach for Case Finding

In addition to conducting the outreach activities described above, applicants are expected to propose innovative outreach strategies to reach Gay Men/MSM of color who are at risk of HIV and STDs and unaware of their infection status for the purpose of identifying members of the target population who are HIV/STD infected. Many individuals in these target populations may not perceive themselves to be at risk, or they may not feel comfortable seeking testing.

Outreach should be conducted at times of the day and night and in locations in Brooklyn where there is a high probability that members of the target populations will be reached and communication can occur. Examples include: social marketing and “hook-up” websites, house balls, private parties, clubs, bars, bookshops, and youth programs. The applicant should describe how outreach workers will

engage the target populations, how any immediate needs will be addressed by referrals, and the messages and methods to be used to ensure a connection is made to HIV/STD testing services. Applicants should consider creative ways to use the Internet to connect with members of the target populations and make them aware of risk factors and how/where HIV/STD testing can be obtained.

Applicants are expected to be specific about how and where outreach for the purpose of case finding will be conducted, the rationale for selection of the outreach venue or strategy, the subpopulations of Gay Men/MSM of color who are targeted, the messages/methods to be used to connect to HIV/STD testing, and the projected number of individuals who will be reached.

4. Direct Provision or Easy Access to Integrated STD/HIV Counseling and Testing

To assist in the identification of HIV/STD infection among members of the target population, rapid test technologies and mobile testing should be used to “normalize” integrated STD and HIV counseling and testing, and bring these services to Gay Men/MSM of color in various community settings (including at the applicant’s service location), with the dual goals of primary prevention and early entry into care when needed.

Applicants are expected to directly provide STD/HIV counseling and testing, or have documented working relationships with agencies that provide these services at the time of engagement with the target audience (see Attachment 9 for Sample Models for Collaborative HIV/STD Screening). Applicants should meet all state and local requirements for rapid HIV testing and STD screening (see Attachment 10 for STD screening requirements). Information about HIV testing requirements can be found at the following New York State Department of Health websites:

<http://www.health.state.ny.us/diseases/aids/testing> and
<http://www.health.state.ny.us/diseases/aids/regulations/>

The use of HIV rapid testing is required so that initial results can be conveyed during the visit in settings where Gay Men/MSM can most effectively be reached and served. For instance, the applicant’s primary service site should be designed to enable the delivery of rapid HIV testing in a setting that is convenient and safe for the client. Other examples include, using an existing mobile van or partner with an agency that has an accessible storefront location or a mobile medical van for the provision of counseling and testing services. Applicants should also design and use strategies to ensure that confirmatory HIV testing is conducted, clients return for their test results and linkages to partner services occur.

Applicants are expected to be specific about how integrated STD/HIV counseling and testing will be provided, how linkage to partner services will occur, how collaborations with other providers will take place to enhance and not duplicate services, and the projected number of individuals who will receive HIV/STD counseling and testing services.

5. HIV/STD Prevention Interventions Designed for Gay Men/MSM of Color

The data cited in this RFA regarding continuing high rates of new STD and HIV infections among Gay Men/MSM of color underscore the importance of implementing and adapting strategies to prevent more people from becoming infected. Applicants are required to propose one or more prevention interventions geared to specified subpopulations of Gay Men/MSM of color, providing the rationale for selection of the specific subpopulations and the interventions to be used, how often the interventions will be provided and the projected number of individuals to be receive the

intervention(s). The following are examples provided as a guide for applicants in proposing prevention interventions:

- a. **Internet Interventions** – The Internet is used by Gay Men/MSM of color to develop social networks and find sexual partners. It is a virtual meeting place for discussing, and sometimes promoting, behaviors that place one at risk for HIV and STDs. Innovative programs are using the Internet as a means of promoting safer behaviors, raising awareness regarding HIV and STDs, and providing one-on-one information to individuals seeking guidance online. For example, the potential exists to use chat rooms and social networking sites to help Gay Men/MSM of color implement personal risk reduction strategies, such as negotiating condom use and disclosure of serostatus prior to in-person encounters. Other programs are listing informational links on various websites accessed by Gay Men/MSM of color to provide general health education, HIV/STD information, and connections to testing, care and supportive service sites. When conducting such internet interventions agencies should have guidelines, policies and protocols in place (and will be required as part of the contract execution process).
- b. **Social Networks** -- Enlisting persons who are HIV/STD infected or HIV negative and at high risk to recruit peers in their social, sexual and drug/alcohol using networks to seek HIV/STD counseling and testing has been shown to be effective. The enlisted persons, or “recruiters,” are coached by CBO staff on strategies for discussing risk, the importance of testing, and engaging in care. Recruiters help peers connect to testing and, in some instances, accompany peers to testing. Some programs have given incentives, such as gift cards, to recruiters for each peer successfully recruited and tested. Expanding this model, Gay Men/MSM of color could be recruited and trained to work with members of their social, sexual and drug/alcohol using networks to provide risk reduction education and connections to mental health and substance use/alcohol services, distribute condoms and information on obtaining sterile syringes, find HIV/STD testing sites, help guide those testing positive into care and services, and provide peer support relating to medical adherence. If choosing this intervention see Section E.4.f. for specific requirements.
- c. **Individual, Group and Community-Level Interventions** – Specific interventions have proven successful in engaging Gay Men/MSM of color in discussion and behavior change relating to HIV and STDs. Examples of such interventions include:
 - 1) *Many Men, Many Voices* is a group level intervention program to prevent HIV and STDs among MSM of color who may or may not identify as gay. This intervention addresses many factors that influence the behavior of MSM of color, and is intended to enhance self-esteem related to racial and sexual identity, educate clients about HIV and STD risk, raise consciousness of personal risk and train participants in risk reduction behavioral skills, partner communication, disclosure and negotiation. This model could provide a “safe space” for MSM of color to talk about their sexuality, ask questions, and learn new information that will help protect their own and their partners’ health and well-being.
 - 2) *Popular Opinion Leader (POL)* is a community-level intervention designed to change social norms and perceptions by identifying and recruiting the most respected, credible, empathetic, and self-confident persons within a social network as Opinion Leaders. The leaders are trained and armed with skills for putting risk reduction endorsement messages into everyday conversations with friend and acquaintances. The leaders are

taught the elements of effective behavior change messages that target attitudes, norms, intentions, and self-efficacy related to risk. *D-up: Defend Yourself!* -- a cultural adaptation of the POL intervention designed to change social norms and perceptions of black Gay Men/MSM regarding condom use – achieved impressive results in terms of reducing rates of risky sexual behavior and increasing condom use in three North Carolina cities.

- 3) *Home grown interventions* are those that the agency have developed on its own or ones that other agencies have developed that have not yet undergone rigorous evaluation to prove their success, but nevertheless have strong indications of being effective in reaching the population. Agencies proposing to use a home grown intervention should indicate why the intervention(s) is appropriate for the target audience and demonstrate how they will evaluate its impact.

Additional information regarding these and other group and community-level interventions, as well as CDC-sponsored training and program materials, can be found on the following websites:

www.effectiveinterventions.org and

http://www.cdc.gov/hiv/resources/reports/hiv_compendium/index.htm.

6. HIV Prevention Interventions with Individuals Who are Living with HIV/AIDS

In addition to providing HIV prevention interventions that target HIV negative at-risk Gay Men/MSM of Color, applicants are expected to provide HIV prevention interventions with clients living with HIV/AIDS. Assisting people living with HIV/AIDS to adopt positive health behaviors and reduce negative risk behaviors can result in substantial improvement in their quality of life and a reduction in HIV transmission. HIV prevention interventions with people living with HIV/AIDS can mitigate the spread of HIV to sex partners and injection drug use partners and protect the health of infected individuals.

The range of HIV prevention interventions with clients living with HIV/AIDS includes: providing information to clients about how to protect their health; counseling about methods to reduce HIV transmission (e.g. sexual abstinence, reduction in number of sexual partners, correct and consistent condom use, access to clean syringes, etc); providing condoms to clients; developing strategies to increase clients' adherence to HIV treatment regimens; developing strategies to help clients disclose their HIV status to partners; providing STD screening and access to treatment; and providing access to other services to support clients' HIV prevention behaviors (e.g. mental health services, alcohol/substance use services).

A specific intervention that has been proven effective to help Gay Men/MSM of Color living with HIV/AIDS change their behaviors is *Healthy Relationships*. This is a group-level intervention that focuses on developing skills and building self-efficacy and positive expectations about new behaviors. The intervention has achieved success in decreasing unprotected sex and decreasing sexual contacts.

Applicants should describe the HIV prevention interventions with clients living with HIV/AIDS that will be provided, the frequency of the interventions, and the projected number of clients who will receive the interventions.

7. Health Communication and Public Information Interventions

In addition to providing prevention interventions that are designed to address the specific HIV/STD prevention and risk reduction needs of the target population, applicants are expected to deliver a range of health communication and public information interventions (e.g. presentations, newsletters, community events, etc.) that deliver HIV/STD prevention messages, increase community awareness about the HIV/STD prevention needs of Gay Men/MSM of Color, build general support for safer behaviors, and support personal risk reduction efforts.

Applicants are expected to describe the types of health communication and public information interventions to be provided, the target audience(s) for those interventions, and how many interventions will be provided.

8. Direct Connection to Health Care Services

Applicants are expected to provide clients with a direct connection to health care services. For clients infected with HIV or STD, an immediate connection to health care services must be made, either to appropriate treatment for STD, or to comprehensive health care and case management for HIV infection. Applicants should have documented working relationships with programs that provide the appropriate health care services for Gay Men/MSM of color.

Applicants are expected to describe the working relationships with providers of health care services (including the names of the programs/providers), describe how clients will be directly connected to health care, how follow-up activities will be conducted, and to project the number of individuals who will be connected to health care services. Applicants are expected to conduct at least two follow-up contacts with the health care providers to document that clients are receiving services.

9. Mental Health and Alcohol/Substance Use Services

Gay Men/MSM of color, whether infected or at risk of HIV/STD, often need mental health services and a range of alcohol/substance use services such as education regarding how to access sterile syringes, recovery readiness counseling and referral to alcohol/substance abuse treatment. Applicants are expected to make mental health and alcohol/substance use services readily available to clients. Applicants may request funding to provide these services directly, or through sub-contractual arrangements. Applicants not providing these services directly or through a sub-contract(s) should directly connect clients to the services through documented referral agreements.

Funding can support mental health services to address underlying causes of high-risk behavior, such as a history of sexual assault, physical or mental abuse and other trauma. These services need to be delivered by a licensed mental health professional and may include mental health assessments, treatment planning, psychotherapeutic services, crisis intervention, family counseling, and care coordination. Funding can support assessment and counseling for alcohol/substance use issues to address underlying causes of high risk behavior. These services need to be provided by an appropriately trained individual.

Applicants requesting funding to directly provide mental health and/or alcohol/substance use services should describe the services to be provided, how often these services will be provided, the credentials

and qualifications of the staff who will provide the services, and the projected number of individuals who will receive the services.

Applicants proposing to directly connect clients to mental health and/or alcohol/substance use services through referrals should describe how clients will be connected to the services, describe the working relationships with the providers of the services (including the names of the programs/providers), how follow-up activities will be conducted, and to project the number of individuals who will be connected to mental health and alcohol/substance use services. Applicants are expected to conduct at least two follow-up contacts with the service providers to document that clients are receiving services.

10. Supportive Services

Applicants are expected to provide services that are designed to support clients who are HIV/STD infected and/or at risk for HIV/STD infection. The supportive services should be designed to meet the needs of individual clients including, but not limited to, providing emotional support, encouraging adherence to HIV treatment, assisting in the disclosure of HIV status to partners and family members, supporting positive changes in health behaviors, and accessing other health and human services. Examples of supportive services include: individual counseling; support groups; peer mentors; transportation assistance; and accompanying clients to appointments to ensure access to needed services.

Applicants should describe the supportive services to be provided and the projected number of clients to receive such services.

11. Structural Interventions that Address HIV/STD Prevention

Applicants are expected to propose at least one structural intervention designed to change the environment and/or societal norm to make it more conducive to reducing the risk of HIV/STD among Gay Men/MSM of color in Brooklyn. The applicant should describe the proposed structural intervention, the rationale for its selection, the activities to be undertaken to effect change, and how the impact will be assessed. Examples of structural interventions include:

- Promoting self-image among Gay Men/MSM of color and developing specific strategies to combat homophobia, stigma and discrimination.
- Developing, piloting and widely disseminating safer sex messages that resonate with Gay Men/MSM of color and making healthy behaviors the norm.
- Developing, piloting and implementing educational strategies geared to Gay Men/MSM of color regarding the negative consequences of such behaviors as binge drinking and methamphetamine use.
- Developing strategies for using various media as educational tools to address issues of importance to Gay Men/MSM of color.
- Developing strategies to strengthen Gay Men/MSM of color connectedness to the larger community such as schools, health care services, faith community, etc.

12. Peer Delivered Services

Applicants may propose to use peers to deliver program services. If proposing a peer-delivered services approach, applicants should address the following components of a peer program:

- a clearly defined plan which describes the role and activities of peers in the program (e.g., interventions and services provided, work scope, settings);
- the recruitment process, including number of peers to be recruited, selection criteria, application and interview process, and written job duties;
- the initial orientation and training of peers to prepare them to fulfill their duties;
- the on-going training, technical assistance and support to enhance knowledge and skill sets, and improve retention;
- the opportunities for peers to provide input into refining and improving program design, planning and evaluation;
- the direct supervision and on-going evaluation of peer activities; and
- the monetary support to cover expenses and/or incentives to be provided (e.g., food, transportation, child care).

D. General Program Requirements – Component A

Applicants are expected to already have or enter into clearly defined, written bi-directional referral agreements for specific services needed by the target population(s) identified in the application that are not available on-site. Applicants are expected to have or develop formal, active working relationships through letters of agreement, memoranda of understanding (MOUs) or subcontracts with other local providers serving the target populations. These written agreements should include a mechanism for documenting outcomes of the referral process. Letters of support are not sufficient to meet this requirement. Copies of such written agreements are not required to be submitted with the application but will be required from awardees during the contract execution process.

Applicants providing HIV counseling and testing services and STD screening are required to ensure that each newly diagnosed individual is offered and linked to partner services in a manner consistent with the recommendations from the Centers for Disease Control and Prevention (CDC) and NYSDOH policies. The CDC’s “Recommendations for Partner Services Programs for HIV infection, Syphilis, Gonorrhea, and Chlamydial Infection” released in November 2008 may be accessed at: <http://cdc.gov/mmwr/preview/mmwrhtml/rr5709a1.htm>. Guidance from NYSDOH on HIV counseling and testing may be accessed at: http://nyhealth.gov/diseases/aids/regulations/2005_guidance/index.htm.

Agencies that directly provide STD screening services (e.g. urine testing for Chlamydia/gonorrhea in outreach venues) through an award resulting from this RFA are required to have an approved protocol covering handling and transport of specimens, procedures for contacting persons tested with results and linkage to treatment, meeting disease reporting requirements, etc., before beginning screening services. NYSDOH can share sample protocols developed by other CBOs to assist in protocol development.

Funded applicants will be expected to coordinate services with other HIV service providers, and participate in local planning groups such as the area Ryan White CARE Part B Network and the HIV Prevention Planning Group.

Applicants are expected to strive to provide interventions and services that are ethnically, culturally and linguistically appropriate and delivered at a literacy level suitable for clients.

Applicants are expected to involve infected and affected Gay Men/MSM of color in the planning and design of the proposed program. Funded programs are expected to maintain their ongoing

involvement in an advisory capacity, and the method for doing so is required to be described in the application.

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 Institutes 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.airсны.org. Applicants must include the cost of data reporting (both personnel and hardware-related) in their proposed budgets, or they must demonstrate existing capacity to collect and report all required data using AIRS.

Contractors funded under this component will be responsible for designing and conducting process and outcome program evaluation activities to ensure that high quality and appropriate HIV/STD prevention interventions and client services are provided. Program evaluation activities should be conducted in the context of Continuous Quality Improvement (CQI) where evaluation results are routinely reviewed to identify ways to improve program performance. The AIDS Institute will review contractors' evaluation activities during comprehensive monitoring and other site visits.

At a minimum, contractors are expected to monitor their success in reaching and engaging the target population(s) into services and delivering the projected number of HIV/STD prevention interventions and related services.

In addition, contractors that provide multiple-session Interventions Delivered to Individuals (IDI) and/or multiple-session Interventions Delivered to Groups (IDG) will be required to administer the Division of HIV Prevention Outcome Monitoring Survey to clients who receive those interventions.

Outcome Monitoring Survey results must be reported through AIRS as clients complete the multiple-session interventions. The survey is designed to assess the effectiveness of the prevention intervention in achieving the following core HIV/STD prevention outcomes: increase in knowledge about HIV/AIDS and STDs; positive change in attitudes about HIV/AIDS and STDs; increase in condom use; and increase in the number of people who know their HIV and STD status.

Please note that depending on specific services funded, reporting on additional outcomes may be required. The process and outcome monitoring activities described above are the minimum program evaluation activities contractors are expected to conduct. Funded entities are strongly encouraged to continue and/or implement other program evaluation activities to assist in program improvement efforts.

E. Completing the Application – Component A

Applications should conform to the format prescribed below. **Applications should not exceed 20 double spaced pages** (not including the program summary, budget pages and attachments), be numbered consecutively (including attachments), be typed using a 12-pitch font, and have one-inch margins on all sides. Failure to follow these guidelines may result in a deduction of up to 5 points.

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

Applicants should refer to requirements and guidance described above in the sections detailing Scope of Services and Guidelines and General Program Requirements when developing this application.

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

1. Program Summary (maximum of 2 pages, not counted in page total)

Not Scored

Summarize the proposed program and briefly describe the purpose of the program and program design, the targeted population(s) and the neighborhood(s) in Brooklyn to be served, the proposed interventions/services/activities, and the anticipated outcomes.

2. Applicant Organization and Capacity (maximum 3 pages)

Maximum Score: 20 points

- a. Describe your agency's services, population(s) targeted, and geographic areas served. Include the number of years experience providing these services.
- b. Describe the applicant's existing HIV/STD activities/services, focusing on those targeting Gay Men/MSM of color. Provide specific data related to services to the target populations including the length of time these services have been provided, the number of individuals served through current programs/interventions, and information that demonstrates the applicant's expertise and success in providing these services. **Provide information to demonstrate that the applicant meets the preference factor of having a successful history of reaching and serving Gay Men/MSM of color.**
- c. Describe the applicant's experience providing culturally competent and language appropriate services to diverse populations. Include examples of how you have delivered culturally appropriate interventions and services which demonstrate an understanding of social and cultural norms of the Gay Men/MSM of color subpopulations targeted in the application.
- d. Describe your agency's board of directors composition and current staffing. **Provide information to demonstrate that the applicant meets the preference factor of having a board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through this application (including race, HIV status and sexual preference).**
- e. Describe how the proposed program will be integrated within the applicant organization and coordinated with other programs in your organization serving the proposed target population.

- f. Describe your agency's administrative capacity including executive and fiscal management, information systems, and board involvement. **Provide information to demonstrate that the applicant meets the preference factor of having 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports.**
- g. Indicate whether your agency is approved to provide rapid HIV testing, or provide a letter of agreement documenting a linkage with an approved provider of this service. **Preference will be given to applicants that demonstrate this capacity.**
- h. Indicate whether your agency currently provides STD screening (syphilis, Chlamydia and gonorrhea) or provide a letter of agreement documenting a linkage with an approved provider of this service. **Preference will be given to organizations meeting these criteria.**
- i. Attach a copy of your most recent Yearly Independent Audit (not included in page total).

3. Statement of Need

(maximum 2 pages)

Maximum Score: 10 points

- a. Describe the need and major barriers to care and services you are addressing through your application. Specify the targeted subpopulation(s), and neighborhood(s) in Brooklyn to be served. Provide evidence of this need.
- b. Provide relevant statistics describing the targeted neighborhoods(s) and subpopulation(s), especially in terms of HIV/STD risk, knowledge of HIV status, knowledge of STDs and barriers to care. To the extent possible provide data from your own program.
- c. Describe other programs, if any, providing similar interventions and services in the neighborhood(s) to be served, and how the proposed program will enhance, without duplicating, those services as well as collaborate with the other programs.

4. Program Design and Activities

(maximum 13 pages)

Maximum Score: 40 points

The proposed Program Design and Activities should be consistent with the requirements and guidance described in the Scope of Services and Guidelines section of this component.

In addition, in responding to the questions below, the applicant should:

- demonstrate its knowledge and insight regarding the targeted subpopulations and neighborhood(s) in Brooklyn and how the program design will achieve intended outcomes;
 - assure all projected numbers are reasonable based on the proposed activities and requested budget; and
 - incorporate the principles and practices of health and wellness, harm reduction and youth development, as described in this RFA, into the proposed program.
- a. Describe the overall program goal, objectives and anticipated outcomes.

- b. Safe and Secure Program Environment
 - 1) indicate the location of the site where program services will be delivered;
 - 2) describe how the site will provide a safe and secure environment for clients.
- c. Outreach
 - 1) describe how and where outreach for the purpose of program promotion, client recruitment, health education and risk reduction, distribution of materials and safer sex supplies, and referrals will be conducted;
 - 2) describe the rationale for selection of the venue(s) or strategy;
 - 3) describe the specific subpopulation(s) of Gay Men/MSM of color to be targeted for outreach;
 - 4) indicate the projected number of individuals who will be reached through outreach activities in a 12-month period.
- d. Targeted Outreach for Case Finding
 - 1) describe how and where outreach for the purpose of case finding will be conducted;
 - 2) describe the rationale for selection of the outreach venue(s) or strategy;
 - 3) if proposing to conduct outreach for case finding in venues owned by other parties (e.g. clubs, bars, bookstores, etc.), describe how relationships with those venues will be developed and implemented;
 - 4) describe the specific subpopulation(s) of Gay Men/MSM of color to be targeted for outreach and case finding;
 - 5) describe the messages/methods to be used to connect the target population(s) to HIV/STD testing;
 - 6) indicate the projected number of individuals who will be reached through outreach and case finding activities in a 12-month period.
- e. Direct Provision or Easy Access to Integrated STD/HIV Counseling and Testing
 - 1) describe how integrated STD/HIV counseling and testing, including rapid HIV testing, will be provided;
 - 2) if another agency will be utilized to deliver STD/HIV counseling and testing services, provide evidence of the agency's agreement to provide the services, and describe how those services will be coordinated with the activities of the proposed program;
 - 3) describe how confirmatory HIV testing will be conducted and how HIV positive test results will be delivered to clients and how linkage to partner services will be achieved;
 - 4) indicate the projected number of individuals who will receive HIV counseling and testing and STD screening services in a 12-month period.
- f. Prevention Interventions Designed for Gay Men/MSM of Color
 - 1) describe the prevention intervention(s) designed for the target subpopulation(s) that will be delivered and indicate how often it will be delivered in a 12-month period;
 - 2) describe the rationale for selection of the specific intervention(s) and why the intervention(s) is effective with the targeted subpopulation(s);
 - 3) indicate the projected number of individuals who will receive each proposed prevention intervention in a 12-month period.
 - 4) applicants proposing to use social networks as a prevention strategy should clearly describe the following (applicants should also refer to the CDC web site for discussion on social networking):

- i. the population to serve as recruiters (race/ethnicity, age, socioeconomic status, HIV status);
 - ii. your relationship to the recruiters (what, if any, contact has been made or planned, relationship with the agency and levels of trust that exist);
 - iii. the venues from which recruiters will identify associates;
 - iv. the social network of the recruiters, how you know they are at risk and willing to participate;
 - v. the efforts you will take to assure that recruiters are willing to refer members of their social networks for HIV/STD testing; and
 - vi. the safeguards the agency has to assure that recruiters do not refer already known HIV infected or non high-risk individuals.

- g. HIV Prevention Interventions with Individuals Who are Living with HIV/AIDS
 - 1) describe the HIV prevention interventions with clients living with HIV/AIDS that will be provided;
 - 2) indicate how often the interventions will be provided;
 - 3) indicate the number of individuals who will receive the interventions in a 12-month period.

- h. Health Communication and Public Information Interventions
 - 1) describe the types of health communication and public information interventions that will be delivered and the target audience(s) for those interventions;
 - 2) indicate the number of interventions to be delivered in a 12-month period.

- i. Direct Connection to Health Care Services
 - 1) describe how clients with HIV and/or STD will be directly connected to health care services and how follow-up will be conducted;
 - 2) describe the working relationships with the providers of health care services and list the programs/providers that will be providing the health care services (bi-directional referral agreements with these providers will be required as part of the contract execution process);
 - 3) indicate the number of HIV/STD infected and at-risk individuals who will be linked with health care services in a 12-month period.

- j. Mental Health and Alcohol/Substance Use Services

If requesting funding to provide these services either directly or through sub-contracts, answer the following questions:

 - 1) describe the mental health and alcohol/substance use services to be provided;
 - 2) indicate how often the services will be provided;
 - 3) describe the credentials/qualifications of the staff who will provide the services;
 - 4) indicate the number of individuals who will receive the services in a 12-month period.

OR

If proposing to directly connect clients to mental health and alcohol/substance use services through referrals, answer the following questions:

- 5) describe how clients will be connected to mental health and alcohol/substance use services and how follow-up activities will be conducted;
- 6) describe the working relationships with the providers of the services and list the programs/providers that will provide the services (bi-directional referral agreements with these providers will be required as part of the contract execution process);

- 7) indicate the number of individuals who will receive the services in a 12-month period.
- k. Supportive Services
- 1) describe the supportive services that will be delivered;
 - 2) indicate the number of individuals who will receive supportive services in a 12-month period.
- l. Structural Intervention that Addresses HIV/STD Prevention
- 1) describe the proposed structural intervention and activities that will be delivered;
 - 2) describe the rationale for the selection of the proposed intervention;
 - 3) describe how the impact of the proposed intervention will be assessed.

NOTE: Applicants may choose one of the structural interventions provided as an example in this RFA or may propose other interventions that have either been shown to be effective or have a high probability of effectiveness based on knowledge of the targeted subpopulation.

- m. Peer Delivered Services
- Applicants proposing to use peer-delivered services should describe the following:
- 1) role and activities of peers in the program (e.g., interventions and services provided, work scope, settings);
 - 2) recruitment process, including number of peers to be recruited, selection criteria, application and interview process, and written job duties;
 - 3) initial orientation and training of peers to prepare them to fulfill their duties;
 - 4) on-going training, technical assistance and support to enhance knowledge and skill sets, and improve retention;
 - 5) opportunities for peers to provide input into refining and improving program design, planning and evaluation;
 - 6) direct supervision and on-going evaluation of peer activities; and
 - 7) monetary support to cover expenses and/or incentives to be provided (e.g., food, transportation, child care).
- n. Describe the proposed staffing for the program, indicate the role of each position, and the plan for providing on-going staff training and support to ensure consistent, high quality services and adherence to program requirements. Indicate who will be responsible for development and management of the program.
- o. Describe how the applicant will strive to provide interventions and services that are ethnically, culturally and linguistically appropriate and delivered at a literacy level suitable for clients.
- p. Describe how HIV infected and affected Gay Men/MSM of color were involved in the planning and design of the proposed program, and describe the method for maintaining their ongoing involvement in an advisory capacity. (Attach summaries of any surveys conducted or focus groups held. Summaries will not be counted in the page limit.)

5. Evaluation

(maximum 2 pages)

Maximum Score: 10 points

- a. Describe how the organization will implement the AIDS Institute Reporting System (AIRS) including staff roles and responsibilities for the following activities: system administration; data entry; quality assurance; and reporting to the AIDS Institute. Describe how data will flow from the point of service delivery to entry into AIRS. Also provide a description of physical infrastructure used to implement AIRS. If using a network system, describe the network structure, server specifications, connectivity, number of users, and physical sites accessing the system. If using a stand-alone system, include the desktop specifications.
- b. Describe your agency's capacity to conduct process and outcome evaluation activities and indicate who will be responsible for evaluating the proposed program.
- c. Describe how your agency will monitor and evaluate the effectiveness and outcomes of the proposed interventions/services/activities using the Continuous Quality Improvement approach, drawing on guidance provided in the General Program Requirements section of this RFA.

6. Budget

(Use Budget Forms-not counted in page limit)

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5) and assume a 12-month budget. All costs must be directly related to the activities described in the application, consistent with the scope of services and specific guidance provided in the RFA, reasonable and cost effective. Justification for each cost should be submitted in narrative form.

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

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

7. Required Attachments to the Application

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

Application Cover Page (Attachment 4)

- Application Checklist (Attachment 3)
- Letter of Commitment from Board of Directors (Attachment 2)
- Budget Forms and Instructions (Attachment 5)
- Vendor Responsibility Questionnaire (Attachment 6) (if you choose not to complete on-line)
- Vendor Responsibility Attestation (Attachment 7)
- Most recent Yearly Independent Audit

IV. Component B: Community-Based HIV/STD Prevention and Linkages to Health Care and Related Services for Young Gay Men/Men of Color Who Have Sex with Men

A. Available Funding -- Component B

The amount available for Component B is \$1,050,000 -- \$972,420 in State funds and \$77,580 from the Centers for Disease Control and Prevention (CDC) -- to support up to 7 awards not to exceed \$150,000 per award with variations depending on the scope of the proposed program, the availability of other resources for similar services and agency capacity. Due to the amount of funding available, one award will be supported by two contracts – a State funded contract and an HRI funded contract.

To provide optimal coverage of the funded services, the anticipated funding and number of awards for each region is as follows:

Region Served	Anticipated Number of Awards	Maximum Funding Available
New York City	3	\$450,000
Long Island (Nassau and/or Suffolk County) *	1	\$150,000
Westchester County *	1	\$150,000
Monroe County *	1	\$150,000
Erie County *	1	\$150,000

*With particular emphasis on the urban areas within these counties.

An applicant may apply for more than one region as defined above, but a separate application must be submitted for each region that the applicant proposes to serve.

The anticipated number of awards per region will provide optimal coverage of the funded services. If there are an insufficient number of acceptable applications (scoring 71 or above) received from any region, the NYSDOH AI and HRI reserve the right to fund the highest scoring application(s) from each region **or** to apply funding to other regions based on need. Need has been determined by the number of reported cases of HIV infection and STDs among the target population. NYS/HRI also reserves the right to revise the award amounts as necessary due to changes in the availability of funding.

Awards will be made to the highest scoring applications per region, taking into consideration the maximum award amount and regional coverage guidelines outlined above.

Funds awarded through this RFA may NOT be used to supplant funding from other local, state or federal sources or existing programs. However, agencies whose current AIDS Institute funding for intensive outreach services for young men of color who have sex with men is being resolicited may apply for funding for services consistent with this RFA.

B. Who May Apply – Component B

Applicant Eligibility

Eligible applicants are:

- Private not-for-profit 501(c)(3) organizations, including community-based organizations providing human services proposing to serve one of the regions listed above
- Article 28 licensed community health centers proposing to serve one of the regions listed above

Preference Factors

Preference will be given to applicants that demonstrate the following:

- A successful history of reaching and serving young Gay Men/MSM of color.
- A board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through this application.
- A capacity to provide rapid HIV testing directly as an approved provider, or through a documented linkage with an approved provider of this service.
- A capacity to provide screening for STDs (gonorrhea, Chlamydia and syphilis) directly, or through a documented linkage with an approved provider of this service.
- At least two (2) years of experience with administrative, fiscal and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.

C. Scope of Services and Guidelines – Component B

The overall goals of Component B are to: prevent new HIV/STD infections; increase HIV and STD testing; ensure access to early, high quality care and supportive services for individuals already infected; and facilitate access to mental health and substance use/alcohol services for young Gay Men/MSM of color at risk and infected. Funding awarded through this component is intended to support innovative programs designed to reach and serve young Gay Men/MSM of color in the age range of 16-24 years.

The objectives of Component B are to:

- Identify young Gay Men/MSM of color (ages 16-24 years) who are at high risk for HIV infection and/or STD, or who are HIV/STD infected and unaware of their status, and to connect them to testing, comprehensive care and supportive services
- Educate young Gay Men/MSM of color (ages 16-24 years) who are infected with HIV and/or STDs about the benefits of early, continuous care in maintaining their own health and in reducing further HIV/STD transmission, and by providing mental health and substance use/alcohol services to those at risk and infected.

- Provide effective evidence-based prevention interventions intended to keep young Gay Men/MSM of color (ages 16-24 years) from acquiring and transmitting HIV and STDs.

Programs funded under Component B are expected to provide the following services:

1. Safe and Secure Program Environment

Community input and recommendations regarding best practices emphasize the need for programs that serve young Gay Men/MSM of color to create environments where clients feel safe and supported, both physically and psychologically, and where their differences are respected and appreciated. The successful applicants to Component B will be expected to develop and maintain a “safe space” where clients can discuss health, social and emotional issues, as well as receive services (e.g. risk reduction counseling, HIV/STD prevention interventions, HIV/STD testing, support groups, etc.). A key component to creating a safe program environment is hiring staff and peers who are welcoming and who will work with clients in a respectful manner. Applicants are expected to describe how they will create a safe and secure program environment that will support the delivery of an array of HIV/STD prevention and support services

2. Targeted Outreach for Case Finding

Applicants are expected to propose innovative outreach strategies to reach young Gay Men/MSM of color who are at risk of HIV and STDs and unaware of their infection status. Many of these young men may not perceive themselves to be at risk, or they may not feel comfortable seeking testing.

Outreach should be conducted at times of the day and night and in locations where there is a high probability that young Gay Men/MSM of color will be reached and communication can occur. Examples include: social marketing and “hook-up” websites, house balls, private parties, clubs, bars, bookshops, and youth programs. The applicant should describe how outreach workers will engage young Gay Men/MSM, how any immediate needs will be addressed by referrals, and the messages and methods to be used to ensure a connection is made to testing services. Applicants should consider creative ways to use the Internet to connect with young Gay Men/MSM and make them aware of risk factors and how/where testing can be obtained.

Applicants are expected to be specific about how and where outreach for the purpose of case finding will be conducted, the rationale for selection of the outreach venue or strategy, the subpopulations of young Gay Men/MSM of color that are targeted, the messages/methods to be used to connect to testing, and the projected number of individuals who will be reached.

3. Direct Provision or Easy Access to Integrated STD/HIV Counseling and Testing

To assist in the identification HIV/STD infection among members of the target populations, rapid test technologies and mobile testing should be used to “normalize” integrated STD and HIV counseling and testing, and bring these services to young Gay Men/MSM of color in various community settings, with the dual goals of primary prevention and early entry into care when needed.

Applicants are expected to directly provide STD/HIV counseling and testing, or have documented working relationships with agencies that provide these services at the time of engagement with the target audience (see Attachment 9 for Sample Models for Collaborative HIV/STD Screening). Applicants should meet all state and local requirements for rapid HIV testing and STD screening (see

Attachment 10 for STD screening requirements). Information about HIV Testing requirements can be found at the following New York State Department of Health websites:

<http://www.health.state.ny.us/diseases/aids/testing> and
<http://www.health.state.ny.us/diseases/aids/regulations/>

The use of HIV rapid testing is required so that initial results can be conveyed during the visit in settings where young Gay Men/MSM can most effectively be reached and served. For example, applicants could propose a model using an existing mobile van or partner with an agency that has an accessible storefront location or a mobile medical van for the provision of counseling and testing services. Applicants should also design and use strategies to ensure that confirmatory HIV testing is conducted, clients return for their test results and linkages to partner services occur.

Applicants are expected to be specific about how integrated STD/HIV counseling and testing will be provided, how linkage to partner services will occur, how collaborations with other providers will take place to enhance and not duplicate services, and the projected number of young Gay Men/MSM of color who will receive counseling and testing.

4. Direct Connection to Health Care and Related Services

Addressing the overlapping risks young Gay Men/MSM of color face require direct connections to health care, mental health and substance use/alcohol services. For those infected with HIV or STD, an immediate connection to care must be made, either to appropriate treatment for STD, or to comprehensive health care and case management for HIV infection. Young Gay Men/MSM of color, whether infected or at risk of HIV/STD, often need mental health services and a range of substance use/alcohol services such as education regarding how to access sterile syringes, recovery readiness counseling and referrals to substance/alcohol abuse treatment. Applicants are expected to either provide these services in-house, through existing resources, or by a direct link with other service providers.

Applicants are expected to explain how clients will be directly connected to health care, mental health and substance use/alcohol services (through in-house services or referral), how follow-up activities will be conducted, to document bi-directional referral agreements describing close working relationships with other providers if these services will be provided by referral, and to project the number of HIV/STD infected and at-risk young Gay Men/MSM of color who will be linked with care and other services. If connection to services is achieved through referral, applicants are expected to conduct at least two follow-up contacts with the other providers to document that clients are receiving those services.

NOTE: If the required health, mental health and substance use/alcohol services are not readily available, applicants may request funding to support such services (with the exception of direct health care) but must provide a strong rationale why existing services through other funding sources are not accessible to the target population of young Gay Men/MSM of color. Funding can support mental health services to address underlying causes of high-risk behavior, such as a history of sexual assault, physical or mental abuse and other trauma. These services need to be delivered by a licensed mental health professional and may include mental health assessments, treatment planning, psychotherapeutic services, crisis intervention, family counseling, and care coordination. Funding can support assessment and counseling for substance use/alcohol issues to address underlying causes of high risk behavior. These services need to be provided by an appropriately trained individual.

5. HIV/STD Prevention Interventions Designed for Young Gay Men/MSM of Color

The data cited in this RFA regarding continuing alarming trends in new STD and HIV infections among young Gay Men/MSM of color underscore the importance of implementing and adapting strategies to prevent more young people from becoming infected. Applicants are required to propose one or more prevention interventions geared to specified subpopulations of young Gay Men/MSM of color, providing the rationale for selection of the specific subpopulation and the intervention to be used, as well as the projected numbers to be reached. The following are examples provided as a guide for applicants in proposing prevention interventions:

- a. **Internet Interventions** – The Internet is used by Gay Men/MSM, particularly younger Gay Men/MSM, to develop social networks and find sexual partners. It is a virtual meeting place for discussing, and sometimes promoting, behaviors that place one at risk for HIV and STDs. Innovative programs are using the Internet as a means of promoting safer behaviors, raising awareness regarding HIV and STDs, and providing one-on-one information to individuals seeking guidance online. For example, the potential exists to use chat rooms and social networking sites to help Gay Men/MSM implement personal risk reduction strategies, such as negotiating condom use and disclosure of serostatus prior to in-person encounters. Other programs are listing informational links on various websites accessed by Gay Men/MSM to provide general health education, HIV/STD information, and connections to testing, care and supportive service sites. When conducting such internet interventions agencies must have guidelines, policies and protocols in place and included as an attachment.
- b. **Social Networks** -- Enlisting persons who are HIV/STD infected or HIV negative and at high risk to recruit peers in their social, sexual and drug/alcohol using networks to seek HIV/STD counseling and testing has been shown to be effective. The enlisted persons, or “recruiters,” are coached by CBO staff on strategies for discussing risk, the importance of testing, and engaging in care. Recruiters help peers connect to testing and, in some instances, accompany peers to testing. Some programs have given incentives, such as gift cards, to recruiters for each peer successfully recruited and tested. Expanding this model, young Gay Men/MSM of color could be recruited and trained to work with members of their social, sexual and drug/alcohol using networks to: provide risk reduction education and connections to mental health and substance use/alcohol services, distribute condoms and information on obtaining sterile syringes, find HIV/STD testing sites, help guide those testing positive into care and services, and provide peer support relating to medical adherence. If choosing this intervention see Section E.4.e. for specific requirements.
- c. **Individual, Group and Community-Level Interventions** – Specific interventions have proven successful in engaging Gay Men/MSM of color in discussion and behavior change relating to HIV and STDs. Examples of such interventions include:
 - 1) *Many Men, Many Voices* is a group level intervention program to prevent HIV and STDs among MSM of color who may or may not identify as gay. This intervention addresses many factors that influence the behavior of MSM of color, and is intended to enhance self-esteem related to racial and sexual identity, educate clients about HIV and STD risk, raise consciousness of personal risk and train participants in risk reduction behavioral skills, partner communication, disclosure and negotiation. This model could provide a “safe space” for young MSM of color to talk about their sexuality, ask questions, and learn new information that will help protect their own and their partners’ health and well-being.

- 2) *Popular Opinion Leader (POL)* is a community-level intervention designed to change social norms and perceptions by identifying and recruiting the most respected, credible, empathetic, and self-confident persons within a social network as Opinion Leaders. The leaders are trained and armed with skills for putting risk reduction endorsement messages into everyday conversations with friend and acquaintances. The leaders are taught the elements of effective behavior change messages that target attitudes, norms, intentions, and self-efficacy related to risk. *D-up: Defend Yourself!* -- a cultural adaptation of the POL intervention designed to change social norms and perceptions of black Gay Men/MSM regarding condom use – achieved impressive results in terms of reducing rates of risky sexual behavior and increasing condom use in three North Carolina cities.
- 3) *Home grown interventions* are those that the agency have developed on its own or ones that other agencies have developed that have not yet undergone rigorous evaluation to prove their success, but nevertheless have strong indications of being effective in reaching the population. Agencies proposing to use these should indicate why the intervention(s) is appropriate for the target audience and demonstrate how they will evaluate its impact.

Additional information regarding these and other group and community-level interventions, as well as CDC-sponsored training and program materials, can be found on the following websites:

www.effectiveinterventions.org and

http://www.cdc.gov/hiv/resources/reports/hiv_compendium/index.htm.

D. General Program Requirements – Component B

Applicants are expected to already have or enter into clearly defined, written bi-directional referral agreements for specific services needed by the target population(s) identified in the application that are not available on-site. Applicants are expected to have or develop formal, active working relationships through letters of agreement, memoranda of understanding (MOUs) or subcontracts with other local providers serving the target populations. These written agreements should include a mechanism for documenting outcomes of the referral process. Letters of support are not sufficient to meet this requirement. Copies of such written agreements are not required to be submitted with the application but will be required from awardees during the contract execution process.

Applicants providing HIV counseling and testing services and STD screening are required to ensure that each newly diagnosed individual is offered and linked to partner services in a manner consistent with the recommendations from the Centers for Disease Control and Prevention (CDC) and NYSDOH policies. The CDC's "Recommendations for Partner Services Programs for HIV infection, Syphilis, Gonorrhea, and *Chlamydial* Infection" released in November 2008 may be accessed at:

<http://cdc.gov/mmwr/preview/mmwrhtml/rr5709a1.htm>. Guidance from NYSDOH on HIV counseling and testing may be accessed at:

http://nyhealth.gov/diseases/aids/regulations/2005_guidance/index.htm.

Agencies that directly provide STD screening services (e.g. urine testing for *Chlamydia*/gonorrhea in outreach venues) through an award resulting from this RFA are required to have an approved protocol covering handling and transport of specimens, procedures for contacting persons tested with results and linkage to treatment, meeting disease reporting requirements, etc., before beginning screening

services. NYSDOH can share sample protocols developed by other CBOs to assist in protocol development.

Funded applicants will be expected to coordinate services with other HIV service providers, and participate in local planning groups such as the area Ryan White CARE Part B Network and the HIV Prevention Planning Group.

Applicants are expected to strive to provide interventions and services that are ethnically, culturally and linguistically appropriate and delivered at a literacy level suitable for clients.

Applicants are expected to involve infected and affected young Gay Men/MSM of color in the planning and design of the proposed program. Funded programs are expected to maintain their ongoing involvement in an advisory capacity, and the method for doing so is required to be described in the application.

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 Institutes supplies and supports the AIDS Institute Reporting System (AIRS) software; formerly know 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 must include the cost of data reporting (both personnel and hardware-related) in their proposed budgets, or they must demonstrate existing capacity to collect and report all required data using AIRS.

Contractors funded under this component will be responsible for designing and conducting process and outcome program evaluation activities to ensure that high quality and appropriate HIV/STD prevention interventions and client services are provided. Program evaluation activities should be conducted in the context of Continuous Quality Improvement (CQI) where evaluation results are routinely reviewed to identify ways to improve program performance. The AIDS Institute will review contractors' evaluation activities during comprehensive monitoring and other site visits.

At a minimum, contractors are expected to monitor their success in reaching and engaging the target population(s) into services and delivering the projected number of HIV/STD prevention interventions and related services.

In addition, contractors that provide multiple-session Interventions Delivered to Individuals (IDI) and/or multiple-session Interventions Delivered to Groups (IDG) will be required to administer the Division of HIV Prevention Outcome Monitoring Survey to clients who receive those interventions.

Outcome Monitoring Survey results must be reported through AIRS as clients complete the multiple-session interventions. The survey is designed to assess the effectiveness of the prevention intervention in achieving the following core HIV/STD prevention outcomes: increase in knowledge about HIV/AIDS and STDs; positive change in attitudes about HIV/AIDS and STDs; increase in condom use; and increase in the number of people who know their HIV and STD status.

Please note that depending on specific services funded, reporting on additional outcomes may be required. The process and outcome monitoring activities described above are the minimum program evaluation activities contractors are expected to conduct. Funded entities are strongly encouraged to continue and/or implement other program evaluation activities to assist in program improvement efforts.

E. Completing the Application – Component B

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

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

Applicants should refer to requirements and guidance described above in the sections detailing Scope of Services and Guidelines and General Program Requirements when developing this application.

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

If the applicant is currently funded under this initiative, they should cite specific data and experiences in responding to the questions.

1. Program Summary (maximum of 2 pages, not counted in page total)

Not Scored

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

2. Applicant Organization and Capacity (maximum 3 pages)

Maximum Score: 20 points

- a. Describe your agency's services, population(s) targeted, and geographic areas served. Include the number of years experience providing these services.
- b. Describe the applicant's existing HIV/STD activities/services, focusing on those targeting young Gay Men/MSM of color in the age range of 16-24 years. Provide specific data related to services to the target population including the length of time these services have been provided, the number of individuals served through current programs/interventions, and information that demonstrates the applicant's expertise and success in providing these services. **Provide information to demonstrate that the applicant meets the preference factor of having a successful history of reaching and serving young Gay Men/MSM of color.**

- c. Describe the applicant's experience providing culturally competent and language appropriate services to diverse populations. Include examples of how you have delivered culturally appropriate interventions and services which demonstrate an understanding of social and cultural norms of the young Gay Men/MSM subpopulations targeted in the application.
- d. Describe your agency's board of directors composition and current staffing. **Provide information to demonstrate that the applicant meets the preference factor of having a board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through this application (including race, HIV status and sexual preference).**
- e. Describe how the proposed program will be integrated within the applicant organization and coordinated with other programs in your organization serving the proposed target population.
- f. Describe your agency's administrative capacity including executive and fiscal management, information systems, and board involvement. **Provide information to demonstrate that the applicant meets the preference factor of having 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports.**
- g. Indicate whether your agency is approved to provide rapid HIV testing, or provide a letter of agreement documenting a linkage with an approved provider of this service. **Preference will be given to applicants that demonstrate this capacity.**
- h. Indicate whether your agency currently provides STD screening (syphilis, Chlamydia and gonorrhea) or provide a letter of agreement documenting a linkage with an approved provider of this service. **Preference will be given to organizations meeting these criteria.**
- i. Attach a copy of your most recent Yearly Independent Audit (not included in page total).

3. Statement of Need

(maximum 2 pages)

Maximum Score: 10 points

- a. Describe the need and major barriers to care and services you are addressing through your application. Specify the targeted subpopulation(s), and geographic area(s) to be served. Provide evidence of this need.
- b. Provide relevant statistics describing the targeted geographic area(s) and subpopulation(s), especially in terms of HIV/STD risk, knowledge of HIV status, knowledge of STDs and barriers to care. To the extent possible provide data from your own program.
- c. Describe other programs, if any, providing similar interventions and services in the geographic area to be served, and how the proposed program will enhance, without duplicating, those services as well as collaborate with the other programs.

4. Program Design and Activities

(maximum 8 pages)

Maximum Score: 40 points

The proposed Program Design and Activities should be consistent with the requirements and guidance described in the Scope of Services and Guidelines section of this component.

In addition, in responding to the questions below, the applicant should:

- demonstrate its knowledge and insight regarding the targeted subpopulations and geographic areas and how the program design will achieve intended outcomes;
 - assure all projected numbers are reasonable based on the proposed activities and requested budget; and
 - incorporate the principles and practices of health and wellness, harm reduction and youth development, as described in this RFA, into the proposed program.
- a. Describe the overall program goal, objectives and anticipated outcomes.
 - b. Safe and Secure Program Environment
 - 1) indicate the location of the site where program services will be delivered;
 - 2) describe how the site will provide a safe and secure environment for clients.
 - c. Targeted Outreach for Case Finding
 - 1) describe how and where outreach for the purpose of case finding will be conducted;
 - 2) describe the rationale for selection of the outreach venue(s) or strategy;
 - 3) if proposing to conduct outreach for case finding in venues owned by other parties (e.g. clubs, bars, bookstores, etc.), describe how relationships with those venues will be developed and implemented;
 - 4) describe the specific subpopulation(s) of young Gay Men/MSM of color to be targeted for outreach and case finding;
 - 5) describe the messages/methods to be used to connect the target population(s) to HIV/STD testing;
 - 6) indicate the projected number of individuals who will be reached through outreach and case finding activities in a 12-month period.
 - d. Direct Provision or Easy Access to Integrated STD/HIV Counseling and Testing
 - 1) describe how integrated STD/HIV counseling and testing, including rapid HIV testing, will be provided;
 - 2) if another agency will be utilized to deliver STD/HIV counseling and testing services, provide evidence of the agency's agreement to provide the services, and describe how those services will be coordinated with the activities of the proposed program;
 - 3) describe how confirmatory HIV testing will be conducted and how HIV positive test results will be delivered to clients and how linkage to partner services will be achieved;
 - 4) indicate the projected number of individuals who will receive HIV counseling and testing and STD screening services in a 12-month period.
 - e. Direct Connection to Health Care and Related Services
 - 1) describe how direct connections to health care, mental health and substance use/alcohol services will be assured and how the expected follow-up will be conducted;

- 2) if these services will be provided by referral, list the agencies/programs that will be providing these specific services (bi-directional referral agreements with these providers will be required as part of the contract execution process);
- 3) describe how direct connection to health care will be conducted for clients testing HIV/STD positive and indicate the name of the program(s) that will provide the health care services;
- 4) if requesting funding to supplement health care, mental health and/or substance use/alcohol services, explain why existing services through other funding sources are not accessible to the target population;
- 5) indicate the number of HIV/STD infected and at-risk individuals who will be linked with care and related services in a 12-month period.

NOTE: If the required health, mental health and substance use/alcohol services are not readily available, applicants may request funding to supplement such services, but must provide a strong rationale why existing services through other funding sources are not accessible to the target population of young Gay Men/MSM of color. Funding can support mental health services to address underlying causes of high-risk behavior, such as a history of sexual assault, physical or mental abuse and other trauma. These services need to be delivered by a licensed mental health professional and may include mental health assessments, treatment planning, psychotherapeutic services, crisis intervention, family counseling, and care coordination. Funding can support substance use/alcohol services to address underlying causes of high-risk behavior. These services must be conducted by an appropriately trained individual.

- f. HIV/STD Prevention Interventions Designed for Young Gay Men/MSM of Color
 - 1) describe the prevention interventions designed for the target subpopulation(s) that will be delivered and indicate how often they will be delivered in a 12-month period;
 - 2) describe the rationale for selection of the specific intervention(s) and why the intervention(s) is effective with the targeted subpopulation(s);
 - 3) indicate the projected number of individuals who will receive each proposed prevention intervention in a 12-month period;
 - 4) applicants proposing to use social networks as a prevention strategy should clearly describe the following (applicants should also refer to the CDC web site for discussion on social networking):
 - i. the population to serve as recruiters (race/ethnicity, age, socioeconomic status, HIV status);
 - ii. your relationship to the recruiters (what if any contact has been made or planned, relationship with the agency and levels of trust that exist);
 - iii. the venues from which recruiters will identify associates;
 - iv. the social network of the recruiters, how you know they are at risk and willing to participate;
 - v. the efforts you will take to assure that recruiters are willing to refer members of their social networks for HIV/STD testing; and
 - vi. the safeguards the agency has to assure that recruiters do not refer already known HIV infected or non high-risk individuals.

NOTE: Applicants may choose one of the interventions provided as an example in this RFA or may propose another intervention that has either been shown to be effective or has a high probability of effectiveness based on knowledge of the targeted subpopulation.

- g. Describe the proposed staffing for the program, indicate the role of each position, and the plan for providing on-going staff training and support to ensure consistent, high quality services and adherence to program requirements. Indicate who will be responsible for development and management of the program.
- h. Describe how the applicant will strive to provide interventions and services that are ethnically, culturally and linguistically appropriate and delivered at a literacy level suitable for clients.
- i. Describe how HIV infected and affected young Gay Men/MSM of color were involved in the planning and design of the proposed program, and describe the method for maintaining their ongoing involvement in an advisory capacity. (Attach summaries of any surveys conducted or focus groups held. Summaries will not be counted in the page limit.)
- j. Applicants proposing to use peer-delivered services should include within the application a clearly defined plan addressing the following elements:
 - 1) role and activities of peers in the program (e.g., interventions and services provided, work scope, settings);
 - 2) recruitment process, including number of peers to be recruited, selection criteria, application and interview process, and written job duties;
 - 3) initial orientation and training of peers to prepare them to fulfill their duties;
 - 4) on-going training, technical assistance and support to enhance knowledge and skill sets, and improve retention;
 - 5) opportunities for peers to provide input into refining and improving program design, planning and evaluation;
 - 6) direct supervision and on-going evaluation of peer activities; and
 - 7) monetary support to cover expenses and/or incentives to be provided (e.g., food, transportation, child care).

5. Evaluation

(maximum 2 pages)

Maximum Score: 10 points

- a. Describe how the organization will implement the AIDS Institute Reporting System (AIRS) including staff roles and responsibilities for the following activities: system administration; data entry; quality assurance; and reporting to the AIDS Institute. Describe how data will flow from the point of service delivery to entry into AIRS. Also provide a description of physical infrastructure used to implement AIRS. If using a network system, describe the network structure, server specifications, connectivity, number of users, and physical sites accessing the system. If using a stand-alone system, include the desktop specifications.
- b. Describe your agency's capacity to conduct process and outcome evaluation activities and indicate who will be responsible for evaluating the proposed program.
- c. Describe how your agency will monitor and evaluate the effectiveness and outcomes of the proposed interventions/services/activities using the Continuous Quality Improvement approach, drawing on guidance provided in the General Program Requirements section of this RFA.

6. Budget

(Use Budget Forms-not counted in page limit)

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5) and assume a 12-month budget. All costs must be directly related to the activities described in the application, consistent with the scope of services and specific guidance provided in the RFA, reasonable and cost effective. Justification for each cost should be submitted in narrative form.

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

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

7. Required Attachments to the Application

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

Application Cover Page (Attachment 4)

Application Checklist (Attachment 3)

Letter of Commitment from Board of Directors (Attachment 2)

Budget Forms and Instructions (Attachment 5)

Vendor Responsibility Questionnaire (Attachment 6) (if you choose not to complete on-line)

Vendor Responsibility Attestation (Attachment 7)

Most recent Yearly Independent Audit

V. Component C: Capacity Building Networks for Community-Based Organizations Serving African American/Black and Latino/Hispanic Gay Men/Men Who have Sex with Men

A. Available Funding – Component C

The amount available for Component C is \$400,000 from the Centers for Disease Control and Prevention (CDC) to support one statewide network focusing on the African American/black Gay Men/MSM community and one statewide network focusing on the Latino/Hispanic Gay Men/MSM community for the purpose of enhancing each community's capacity to serve their constituencies and foster leadership development and collaboration. If an applicant proposes to serve both target communities indicated in the chart below, a separate application must be submitted for each target community.

It is anticipated that 2 awards will be made for Component C as follows:

Target Community	Number of Awards	Funding Range
African American/Black Gay Men/MSM Community	1	Up to \$200,000
Latino/Hispanic Gay Men/MSM Community	1	Up to \$200,000

Awards will be made to the highest scoring application received for each specific target community.

Funds awarded through this Component may NOT be used to supplant funding from other local, state or federal sources or existing programs. However, agencies whose current AIDS Institute funding for capacity-building for community-based organizations (CBOs) serving African American/black or Latino/Hispanic Gay Men/MSM is being resolicited may apply for funding for services consistent with this Component.

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

B. Who May Apply – Component C

Eligibility Requirements

Eligible applicants are:

- Private not-for-profit 501(c)(3) organizations, including community-based organizations providing human services.

Preference Factors

Preference will be given to applicants that demonstrate the following:

- Expertise and experience addressing HIV/STD-related needs and issues of concern to African American/black or Latino/Hispanic Gay Men/MSM.
- A successful history in bringing together a diverse group of community-based organizations at varying levels of development, particularly CBOs serving African American/black or Latino/Hispanic Gay Men/MSM.
- A board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through this application.
- At least two (2) years of experience with administrative, fiscal and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports.

C. Scope of Services and Core Competencies – Component C

The goal of Component C is to support two organizations that will facilitate and convene two statewide networks specifically focused on HIV/STD issues and needs of Gay Men/MSM in the African American/black and Latino/Hispanic communities respectively.

The objectives of Component C are to:

- strengthen the capacity of participating community-based agencies to serve African American/black or Latino/Hispanic Gay Men/MSM;
- promote communication and networking among participating CBOs; and
- promote effective program models to prevent or reduce the risk of STD/HIV among African American/black or Latino/Hispanic Gay Men/MSM.

It is anticipated that the networks will be composed of a wide range of participating agencies serving African American/black or Latino/Hispanic Gay Men/MSM from across the State --encompassing incorporated organizations and fledgling programs that may not be incorporated and have little or no funding. It is envisioned that the funded entities will bolster community-based HIV/STD prevention efforts by providing a range of capacity-building opportunities and activities to the participating agencies.

Core Competencies

The organizations funded through Component C are expected to possess the following core competencies:

- Expertise in and experience with the HIV and STD-related issues and the overlapping risks faced by African American/black or Latino/Hispanic Gay Men/MSM, the diversity of subpopulations within these communities, and their multiple HIV/STI prevention, care and service needs.
- An ability to work with and respond to the needs of a diverse group of participating community-based agencies at varying levels of development.
- An ability to foster collaboration and communication among the participating community-based agencies.
- Knowledge of evidence-based HIV/STD prevention interventions geared to African American/black and Latino/Hispanic Gay Men/MSM, and familiarity with HIV/STD clinical issues.
- An ability to synthesize large amounts of varied information into concise documents for use by the participating community-based agencies.
- An ability to work collaboratively with the New York State Department of Health AIDS Institute (NYSDOHAI) in all aspects of managing and evaluating the proposed program as well as other governmental, health and social agencies serving the target populations.

Organizations funded under Component C are expected to conduct the activities outlined below as the convener of the statewide Network for Strengthening the Capacity and Capability of Community-Based Organizations serving either African American/Black or Latino/Hispanic Gay Men/MSM:

1. Strengthen the capacity of participating community-based agencies by:

- Compiling the training and technical assistance needs of participating agencies in conjunction with staff from the NYSDOH AIDS Institute. Priority areas to be assessed include, but are not limited to: Fiscal Management; Executive Management Leadership and Skills; Board Development and Training regarding Roles and Responsibilities; Program Development, Implementation and Evaluation; and Proposal Development and Grant Writing.

- Identifying common needs for technical assistance and topics for training workshops.
- Identifying existing resources to address identified needs, such as those available through the CDC Capacity Building Assistance Program as well as resources available from agencies that participate in the Networks, and facilitating arrangements for receipt of training and technical assistance.
- Providing and/or brokering training and technical assistance for priority identified needs when other resources are not readily available to address those needs, through staff or consultants funded by the requested budget.
- Providing one-time mini-grants to participating agencies to address specific organizational or programmatic needs consistent with the intent of enhancing the agency's ability to better reach and serve African American/black or Latino/Hispanic Gay Men/MSM. Funds for such mini-grants are an allowable expense and are not to exceed \$7,000 per grant. (Funded applicants will be required to provide a process for awarding and monitoring the mini grants.)

2. Promote communication and networking among participating community-based organizations by:

- Convening meetings of participating agencies serving either African American/black or Latino/Hispanic Gay Men/ MSM from across NYS. The funded entity is expected to identify all potential participating organizations and invite them to participate in all network activities and meetings. Face-to-face meetings of participating organizations should be convened and all costs associated with attendance should be included in the proposed budget. Regional meetings, video conferencing, call-ins, conference calls, etc. should also be considered.
- Developing meeting agendas that address the needs of participating organizations, including such items as: training responsive to areas of common need resulting from need assessments/surveys; workshops on best practice models and emerging topics; time to share ideas, concerns, challenges and solutions; and networking time to develop working relationships and leadership skills.
- Proposing other methods to foster regular communication among participants employing technology whenever possible, such as ListServes to share information and updates electronically, using Webinar software for online training, developing a network website, convening multi-agency conference calls for interim communication between meetings and/or for presentations on specific topics, or developing a newsletter for electronic dissemination.

3. Promote effective program models to prevent STD/HIV among African American/Black or Latino/Hispanic Gay Men/MSM by:

- Sharing best practice models proven to be effective among Gay Men/MSM of color and providing training when necessary.
- Providing guidance to participating organizations on how to target and obtain input from specific subpopulations of African American/black and Latino/Hispanic Gay Men/MSM.
- Providing directly or obtaining expert consultants to help adapt and culturally tailor science-based interventions for specific subpopulations of African American/black and Latino/Hispanic Gay Men/MSM.
- Employing peer training/mentoring by fostering communication among organizations regarding a successful intervention, and supporting on-site consultations by peers to provide technical assistance.

- Providing directly or obtaining expert consultants to assist organizations in collecting data, evaluating outcomes, and using continuous quality improvement techniques.

D. General Program Requirements – Component C

Applicants will be expected to provide letters of commitment from organizations that will participate in the statewide network expressing their intent to engage in the full range of activities proposed in the application. Copies of letters of commitment are not required to be submitted with the application but will be required from awardees during the contract execution process.

Applicants should strive to assure that the activities and interventions they propose to deliver will be ethnically, culturally and linguistically appropriate.

Applicants are required to demonstrate how they will collaborate with organizations providing HIV/STD prevention and services, particularly to African American/black or Latino/Hispanic Gay Men/MSM. For example, the applicant should indicate its involvement with regional Ryan White Part B Networks, Ryan White Part A Planning Councils, HIV Prevention Planning Groups and other health and social service agencies providing services to the target populations.

Funded organizations will a be required to provide narrative reports of the program’s progress in relation to its work plan objectives, and to participate in a collaborative process with the AIDS Institute to evaluate the outcome of services and activities.

E. Completing the Application -- Component C

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

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

Applicants should refer to requirements and guidance described above in the sections detailing Scope of Services and Guidelines and General Program Requirements when developing this application.

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

1. Program Summary (maximum 2 pages, not counted in page total)

Not Scored

Summarize the proposed program and briefly describe the proposed activities designed to strengthen the capacity of participating community-based agencies serving African American/black or Latino/Hispanic Gay Men/MSM, promote communication and networking among participating CBOs,

and promote effective program models to prevent or reduce the risk of HIV/STD among African American/black or Latino/Hispanic Gay Men/MSM.

2. Applicant Organization and Capacity

(maximum 3 pages)

Maximum Score: 10 points

- a. Describe your agency's services, population(s) targeted, and geographic areas served. Include the number of years experience providing these services. Highlight services provided to Gay Men/MSM of color to meet their HIV/STD-related needs.
- b. Describe how the proposed program fits with the applicant organization's overall mission and why the organization is applying for this funding.
- c. Describe your agency's board of directors composition and current staffing. **Provide information to demonstrate that the applicant meets the preference factor of having a board of directors and staff, including senior management, who are representative of the populations they serve and propose to reach through this application (including race, HIV status and sexual preference).**
- d. Describe how the proposed program will be integrated within the applicant organization and coordinated with other programs in the organization as well as how existing programs complement or support the proposed activities.
- e. Describe the applicant organization's administrative capacity, including executive and fiscal management, information systems, board involvement, and how the organization's administrative capacity will support the proposed program. **Provide information to demonstrate that the applicant meets the preference factor of having at least 2 years experience with administrative, fiscal and programmatic oversight of government contracts, including the timely and accurate submission of fiscal and program reports.**
- f. Describe the process for collaborating with other agencies providing HIV/STD prevention and services, particularly to Gay Men/MSM of color. Indicate whether your agency currently participates in the local Ryan White CARE Act Part B Network, Part A Planning Council, and/or the HIV Prevention Planning Group.
- g. Attach a copy of your most recent Yearly Independent Audit (not included in page total).

3. Applicant Organization's Core Competencies and Experience (maximum 3 pages)

Maximum Score: 20 points

- a. Describe the applicant's expertise and experience with the HIV and STD-related issues and overlapping risks faced by African American/black or Latino/Hispanic Gay Men/MSM, the diversity of subpopulations within these communities, their multiple HIV/STD prevention, care and service needs, and the importance of culturally competent and linguistically appropriate services. Provide examples of activities that demonstrate the applicant's in-depth understanding of and involvement with these issues and subpopulations. **Preference will be given to applicants demonstrating expertise and substantial experience in this area.**

- b. Describe the applicant’s past and current activities working with and responding to the needs of a diverse group of community-based organizations at varying levels of development. Provide information that demonstrates the applicant’s experience and success in providing these activities. **Preference will be given to applicants demonstrating success in this area.**
- c. Describe the applicant’s past and current activities fostering collaboration and communication among diverse community-based organizations (CBOs), highlighting any experience with CBOs participating in a statewide network. Provide information that demonstrates the applicant organization’s experience and success in this area.
- d. Describe how the applicant keeps current regarding knowledge of evidence-based HIV/STD prevention interventions geared to African American/black or Latino/Hispanic Gay Men/MSM, and up-to-date on HIV/STD clinical issues.
- e. Describe the applicant’s capacity and experience synthesizing large amounts of varied information into concise documents for use by community-based programs.

4. Program Design and Activities

(maximum 7 pages)

Maximum Score: 40 points

Applicants should be responsive to the guidance provided for this Component in describing the proposed activities as the convener of the statewide Capacity-Building Network for Community-Based Organizations serving either African American/black or Latino/Hispanic Gay Men/MSM.

- a. Strengthen the capacity of participating community-based organizations
 - 1) describe how the training and technical assistance needs of participating organizations will be compiled;
 - 2) describe how the common training and technical assistance needs of the participating agencies will be identified;
 - 3) describe how existing resources to address the training and technical assistance needs will be identified and how those resources will be used;
 - 4) describe how the applicant organization will provide directly, or through funded consultants, training and technical assistance to address identified needs. Include a list of topics that the organization can address directly.
 - 5) describe if the applicant organization will provide one-time mini grants to participating agencies and how these grants will be administered and monitored.
- b. Promote communication and networking among participating organizations
 - 1) describe how meetings of the participating agencies will be convened, including information about how often, location, anticipated attendance, and types of meetings (e.g. face-to-face, regional meetings, conference calls, etc.);
 - 2) describe how meeting agendas that address the needs of the participating agencies will be developed;
 - 3) describe other methods that will be used to foster regular communication among participating agencies.

- c. Promote effective program models to prevent HIV/STD transmission among African American/Black or Latino/Hispanic Gay Men/MSM
 - 1) describe how best practices/effective program models will be identified and disseminated to participating agencies;
 - 2) describe how guidance to participating agencies on targeting and obtaining input from specific subpopulations will be provided;
 - 3) describe how guidance on adapting and culturally tailoring evidence-based interventions for specific subpopulations will be provided;
 - 4) describe how peer training/mentoring among participating agencies will be provided and monitored;
 - 5) describe how assistance on collecting data, evaluating outcomes, and using continuous quality improvement techniques will be provided to the participating agencies.
- d. Describe staffing for the program, indicate the role of each position, and whether the position will be filled by recruiting or assigning an existing staff person. Indicate who will be responsible for development and management of the program.
- e. Describe how the applicant will assure the activities and interventions to be delivered will be ethnically, culturally and linguistically appropriate.
- f. List the organizations that will participate on the statewide network.

5. Evaluation

(maximum 2 pages)

Maximum Score: 10 points

- a. Describe the anticipated outcomes of the proposed activities and how the outcomes will be monitored. Indicate who will be responsible for evaluating the proposed program.
- b. Describe how the applicant agency will work with the AIDS Institute in developing a collaborative process to evaluate the overall impact of the program.

6. Budget

(Use Budget Forms-not counted in page limit)

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5), and assume a 12-month budget. All costs must be directly related to the activities described in the application, consistent with the scope of services and specific guidance provided in the RFA, reasonable and cost effective. A justification for each cost should be submitted in narrative form.

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

Funding may support a fair proportion of the overall organizational structure to an extent that it allows the funded applicant to implement program activities. This includes funding for administrative staff, supervisors and support personnel, and other-than-personnel costs such as a share of space, supplies,

telephone, and other expenses associated with program implementation and service delivery. Agencies without a federally approved administrative rate may request up to 10% of the total direct costs for administrative expenses. Agencies with a federally approved rate greater or equal to 20% may request up to 20%. Agencies with a federally approved rate of less than 20% may request their approved rate.

7. Required Attachments to the Application

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

Application Cover Page (Attachment 4)

Application Checklist (Attachment 3)

Letter of Commitment from Board of Directors (Attachment 2)

Budget Forms and Instructions (Attachment 5)

Vendor Responsibility Questionnaire (Attachment 6) (if you choose not to complete on-line)

Vendor Responsibility Attestation (Attachment 7)

Most recent Yearly Independent Audit

VI. Component D: Community Mobilization for Syphilis Elimination

A. Available Funding – Component D

The amount available for Component D is \$80,000 in CDC Comprehensive STD Prevention Systems funding, administered through the NYSDOH Bureau of STD Control. Up to two grants of \$40,000 will be awarded as supplemental resources for syphilis elimination activities targeted primarily to MSM residing in the highest morbidity counties for early syphilis (ES) in New York State outside of New York City. Awards are expected to be made to the two highest scoring applicants located in or serving one or more of the following ten targeted counties: Albany, Dutchess, Erie, Monroe, Nassau, Onondaga, Orange, Schenectady, Suffolk or Westchester counties.

While applicants must submit applications that demonstrate reaching priority target populations in one or more of these specific counties, broad scale interventions that would reach a wider geographic range in addition to the specified counties are permissible when a strong rationale for doing so is presented. Funds awarded through this RFA may NOT be used to supplant funding from other local, state or federal sources or existing programs.

B. Who May Apply – Component D

Eligibility Requirements

The following types of organizations are eligible to apply for Component D if they are located in or serve one or more of the ten targeted counties (Albany, Dutchess, Erie, Monroe, Nassau, Onondaga, Orange, Schenectady, Suffolk or Westchester):

- Not-for-profit 501(c)(3) organizations, including community-based health and/or human service agencies and faith-based organizations;
- Community-based health facilities licensed under Article 28; and
- Local health departments.

Preference Factors

Preference will be given to applicants that demonstrate the following:

- A program and staffing infrastructure supported through other funding streams which can readily integrate this new funding to provide expanded syphilis elimination activities targeted primarily to Gay Men/MSM.
- A successful history reaching and serving Gay Men/MSM.
- A collaborative approach that brings together key organizations and Gay Men/MSM within the targeted area that share a common interest in eliminating syphilis among targeted Gay Men/MSM subpopulations.

C. Scope of Services and Guidelines – Component D

The goals of Component D are to achieve the following, with particular emphasis on reaching and serving Gay Men/MSM:

- Lower syphilis rates;
- Provide earlier case finding and treatment;
- Ensure that local data are regularly reviewed with affected communities;
- Develop local action plans that allow for the implementation and evaluation of tailored local strategies.

The scope of fundable services under Component D:

Successful applicants will demonstrate that they have an existing program and staffing infrastructure supported through other funding streams. While limited expansion of personnel (e.g., overtime for existing staff, additional outreach staff) is allowable, the intent of Component D is to award supplemental funds primarily to support expanded syphilis elimination activities.

Agencies may want to consider one or more of the following activities that have been found effective in other programs (although applicants are not restricted to these examples and may propose the type of intervention(s) they feel will work best.)

- Adding targeted syphilis education and/or screening component into current STD/HIV prevention programs for high risk populations, particularly Gay Men/MSM.
- Involving community members in a social networking approach (e.g., expanding CDC's Social Network Strategy to include STDs) where key clients, peers and community members refer clients to health department clinics or other partnering medical providers for syphilis testing.
- Promoting outreach and/or testing in nontraditional venues, such as bathhouses, health clubs or bars/dance clubs that may have patrons at high risk for syphilis. CBOs that cannot conduct syphilis screening with their own staff could arrange testing events with public health departments or local medical providers, which could include expanded hours or testing in alternate/outreach venue settings. (Note: Costs of bathhouse syphilis screening in Albany, Syracuse and Rochester are covered under **separate** funding to existing contractors, so funds should **not** be requested for bathhouse syphilis testing through this application in Albany, Onondaga or Monroe counties. However, organizations currently funded by NYSDOH to provide that specific service are eligible to apply for these supplemental funds to broaden or expand current activities.)

- Establishing a formal local or regional coalition to bring together diverse organizations and community stakeholders to plan and implement a locally tailored strategy to address syphilis.
- Conducting a comprehensive needs assessment and using assessment results to plan and implement specific syphilis elimination activities.
- Using new media (e.g., social networking sites, cell phone text messaging, education and recruitment for screening using the internet) to deliver targeted syphilis messages.
- Developing or adapting targeted materials, media or social marketing campaigns, involving radio, transit (e.g., bus ads), flyers, community events, or internet media for education and/or screening recruitment. Any project wishing to use the New York State Department of Health name or logo in project materials must submit them to BSTDC to initiate a formal review process through NYSDOH. Component D is funded with federal funds, therefore additional requirements for materials review apply.
- Conducting provider education and/or developing provider resources to better serve prevention and care needs of Gay Me/MSM, including STD screening. Examples of such materials include those developed by California (www.stdcheckup.org/) and Minnesota (www.health.state.mn.us/divs/idepc/diseases/syphilis/eliminationproject/healthcaremsm.html).

It is expected that members of the target population will be actively engaged and involved in the planning process, as well as the implementation of activities or programs supported by this grant.

D. General Program Requirements – Component D

Funded agencies will be required to conduct process and outcome evaluation. The ideal long-term outcome is the decreased incidence of primary and secondary syphilis; however, it may be difficult to attribute a decrease in syphilis morbidity to a single intervention. For example, a short-term outcome indicator may be increased awareness of a syphilis campaign in a community; an intermediate outcome indicator may be a measured behavior change in the at-risk population (e.g., increased condom use or a measured practice change among private healthcare providers).

Data collected should be routinely reviewed to determine the effectiveness of an intervention towards achieving objectives stated. Funded programs should use this data to analyze the success of interventions and identify needed improvements in the intervention plan.

Funded agencies will be required to provide quarterly reports of the project’s progress in relation to its work plan objectives, and an annual report (which also constitutes the fourth quarter report). Guidance for progress and final reports and the evidence-based action plan will be provided to the funded agencies during the first grant year.

E. Completing the Application – Component D

Applications should conform to the format prescribed below. **Applications should not exceed 14 double spaced pages** (not including the program summary, budget pages and attachments), be numbered consecutively (including attachments), be typed using a 12-pitch font, and have one-inch margins on all sides. Failure to follow these guidelines may result in a deduction of up to 5 points.

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

Applicants should refer to requirements and guidance described above in the sections detailing Scope of Services and Guidelines and General Program Requirements when developing this application.

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

1. Program Summary (maximum of 2 pages, not counted in page total)

Not Scored

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

2. Applicant Organization and Capacity (maximum 3 pages)

Maximum Score: 20 points

- a. Describe your agency's organizational history (overall mission, services provided, number of years experience, population(s) targeted, and geographic areas served.) If applying on behalf of a broader coalition, also include a brief description of those collaborating agencies.
- b. Describe your agency's existing STD/HIV activities/services, highlighting those targeting Gay Men/MSM. Provide information to demonstrate that the applicant meets the preference factor of having successful history reaching and serving Gay Men/MSM.
- c. Describe your agency's administrative capacity including executive and fiscal management and information systems.
- d. Describe the applicant's access to the subpopulations targeted in the application, either directly or through partnerships with other organizations. Also describe the process for coordinating the proposed project with other STD/HIV and health/human service providers in the target area (listing those providers) and attach letters of commitment from proposed community partners integral to the planning and implementation of the intervention (letters not included in page total). Applicants are encouraged to include county health departments among community partners to be involved.
- e. Describe the staffing associated with the proposed activities, the role of each position, and whether recruitment of staff will be necessary, or existing staff will be assigned. Attach resumes of the project coordinator and key professional staff (or brief job description and qualifications if recruitment is planned; not included in page total). Provide information to demonstrate that the applicant meets the preference factor of having existing program and staffing infrastructure supported through other funding streams which can readily integrate this new funding to provide expanded syphilis elimination activities targeted primarily to Gay Men/MSM.
- f. Attach a copy of your most recent Yearly Independent Audit (not included in page total).

3. Statement of Need

(maximum 2 pages)

Maximum Score: 10 points

- a. Specify the targeted subpopulations and geographic areas to be reached for the intervention and provide justification for these selections. (Intervention must include one or more of the designated counties under eligibility.)
- b. Describe the demographic and epidemiological data demonstrating the need for the proposed intervention and supporting the targeting decisions.
- c. Describe other programs, if any, providing similar interventions and services in the geographic area to be served, and how the proposed program will enhance, without duplicating, those services.

4. Program Design & Activities

(maximum 7 pages)

Maximum Score: 40 points

Describe the design and structure of the proposed supplemental activities, including the following:

- a. The overall goal, objectives and anticipated outcomes associated with the proposal project. The action plan should include performance indicators or measures that will demonstrate how the project will achieve expected outcomes. Examples include: the number of syphilis tests conducted per year; the number of click-throughs on internet-based media campaigns; etc.
- b. Describe the specific activities the applicant will undertake with this supplemental funding, consistent with the guidance and examples provided in this RFA. For proposed outreach activities/interventions, identify:
 - 1) Key activities related to the intervention;
 - 2) Rationale for selection of the intervention;
 - 3) Targeted subpopulation(s) and number of individuals that will be reached;
 - 4) Method(s) of delivery (how, by whom);
 - 5) Planned frequency (projected length and number of events);
 - 6) How the intervention will be publicized and promoted;
 - 7) Timeline for key project milestones.
- c. Describe how the applicant will use a collaborative approach, bringing together organizations and consumers within the targeted area that share a common interest in eliminating syphilis among targeted MSM subpopulations. Preference will be given to agencies demonstrating a collaborative approach.

5. Evaluation

(maximum 2 page)

Maximum Score: 10 points

- a. Describe what process and outcome indicators will be used to evaluate the program. The application should include short- and intermediate-term process indicators in accordance with guidance provided in the General Program Requirements Section of Component D.
- b. Describe the proposed data collection methods that will be used to capture program outcomes.
- c. Describe how data will be used through the planning process for continuous quality improvement to guide the development and refinement of program activities.

6. Budget

(Use Budget Forms; not counted in page limit)

Maximum Score: 20 points

Complete the attached budget forms (Attachment 5) and assume a 12-month budget for the grant period January 1-December 31, 2010. Applicants should include costs of attending a 1-day contractors meeting held in Albany, NY in their Year 1 budget. All costs must be directly related to the activities described in the application, consistent with the scope of services and specific guidance provided in the RFA, reasonable and cost effective. Justification for each cost should be submitted in narrative form.

All costs required to implement the project should be specified, including staff effort, travel, materials, screening supplies, laboratory services, publicity costs, etc. For all existing staff, including peers, the budget justification should delineate how the percentage of time devoted to this project has been determined. If a subcontractor will be utilized, the applicant should provide details regarding associated costs and scope of work.

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

Administrative costs should not exceed 10% of direct program costs.

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

7. Required Attachments to the Application

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

Application Cover Page (Attachment 4)

Application Checklist (Attachment 3)

Letter of Commitment from Board of Directors (Attachment 2)

Budget Forms and Instructions (Attachment 5)
Vendor Responsibility Questionnaire (Attachment 6) (if you choose not to complete on-line)
Vendor Responsibility Attestation (Attachment 7)
Most recent Yearly Independent Audit

VII. Administrative Requirements

A. Issuing Agencies

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

B. Question and Answer Phase:

For Components A, B and C, all substantive questions must be submitted in writing to:

Peter Laqueur
New York State Department of Health, AIDS Institute
90 Church Street, 13th floor
New York, New York 10007
Email: pal09@health.state.ny.us
Fax Number: (212) 417-4786

For Component D, all substantive questions must be submitted in writing to:

Rosalind Thomas
New York State Department of Health, Bureau of STD Control
ESP, Corning Tower Room 1168
Albany, New York 12237
Email: rpt01@health.state.ny.us
Fax Number: (518) 474-3491

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, and responses will be posted on the NYSDOH web site by the date indicated on the RFA cover page.

Questions of a technical nature for **Components A, B and C** can be addressed via email at pal09@health.state.ny.us.

Questions of a technical nature for **Component D** can be addressed via email at rpt01@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 during the period specified in this document.

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

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference call, official applicant conference call minutes), please complete and submit a Letter of Interest, as described in Section C below. Prospective applicants may also use the Letter of Interest to request actual (hard copy) documents containing updated information.

C. Applicant Conference Call and Letter of Interest

In place of an in-person applicant conference, an Applicant Conference Call will be held for this RFA. This conference call will be held on the date posted on the cover page of this RFA. The NYSDOH/HRI requests that all potential applicant register for this conference call by sending an email to Jonathan Pesnel at jap13@health.state.ny.us to insure that adequate phone lines will be available for the number of prospective participants. Upon registering for the conference call, participants will receive the call-in information (i.e. phone number and access code). Failure to attend the Applicant Conference Call will NOT preclude the submission of an application. Deadline for reservations is posted on the cover page of this RFA.

Submission of a Letter of Interest is encouraged but not mandatory. It should clearly specify which component (s) of the RFA is/are being applied for. The Letter of Interest must be received by date posted on the cover page of the RFA at the address shown below in order to automatically receive any updates or modification to this RFA. Failure to submit a Letter of Interest will NOT preclude the submission of an application. A sample Letter of Interest format is included as Attachment 1 of this RFA.

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

D. How to File an Application

Applications must be **received** by the NYSDOH/HRI at the following address by 5:00 PM on the date posted on the cover page of the RFA. **Late applications will not be accepted.***

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

A separate application is required for each submission in response to Component A, B, C and D. Applicants shall submit 1 original and 6 copies, including all attachments. The original should be clearly identified and include a letter of commitment signed by the chairperson of the applicant's

Board of Directors or equivalent official (Attachment 2). Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications WILL NOT be accepted via fax or e-mail.

Applicants should pay close attention to Attachment 3, the Application Checklist, to ensure that submission requirements have been met. Applicants should review this attachment before writing and prior to submitting the application.

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

E. The New York State Department of Health and HRI Reserve the Right to:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the NYSDOH and the Office of the State Comptroller, or HRI, as applicable.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State or HRI.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the NYSDOH or HRI are unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the NYSDOH or HRI may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State or HRI.
8. The NYSDOH reserves the right to award contracts based on geographic or regional considerations to serve the best interests of the State or HRI.

F. Term of Contract

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

It is expected that contracts awarded under Components A, B and C of the RFA will be for a 12-month term, with an anticipated start date on or about June 1, 2010. The initial contract period may vary depending on the funding stream. It is expected that the contracts awarded under Component D of the RFA will be for a 12-month term, with an anticipated start date on or about January 1, 2010. All contracts awarded through the RFA may be renewed for up to four additional one-year periods based on satisfactory performance and the availability of funds.

G. Payment Methods & Reporting Requirements

1. The State (NYSDOH) and HRI may, at their discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed twenty-five (25) percent for the State and twenty (20) percent for HRI.
2. The contractor will be required to submit monthly invoices and required reports of expenditures

(Components A & B) or quarterly (Component C & D) to the State's/HRI's designated payment office.

Payment of such invoices by the State (NYSDOH) shall be made in accordance with Article XI-A of the NYS Finance Law.

3. The contractor will be required to submit the following periodic reports:

- Monthly Reports of Activities (Components A & B)
- Quarterly Reports of Activities (Components C & D)
- Budget Statement and Report Expenditures (BSROE)

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

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the NYS VendRep System OR may choose to complete and submit a paper questionnaire (Attachment 6).

To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us.

All Applicants regardless of submitting on-line or with a paper questionnaire should also complete and submit the Vendor Responsibility Attestation (Attachment 7).

I. General Specifications

1. By signing the Application Cover Page (Attachment 4) each applicant attests to its express authority to sign on behalf of the applicant organization.
2. Contractor will possess, at no cost to the State/HRI, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department/HRI during the Question and Answer Phase (Section VI.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

- ▶ The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
- ▶ In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department/HRI acting for and on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Applicant.
- ▶ If, in the judgment of the NYSDOH/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of HRI/the State, the Department, acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case, the Contractor shall receive equitable compensation for such services as shall, in the judgment of HRI or the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement. Such compensation shall not exceed the total cost incurred for the work that the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices included in DOH Grant Contracts

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application (See Attachment 8/State).

APPENDIX A Standard Clauses for All New York State Contracts

APPENDIX A-1 Agency Specific Clauses

APPENDIX A-2 Program Specific Clauses

APPENDIX B Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Program Workplan

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

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

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

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

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

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

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

K. FOR HRI CONTRACTS ONLY

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications (See Attachment 8/HRI):

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

ATTACHMENT B – Program Specific Clauses – AIDS Institute

ATTACHMENT C – Federal HIPAA Business Associate Agreement

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

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

VIII. Application Review Process

Applications meeting the eligibility requirements will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each component, and the maximum points for each section specified in this RFA. A panel convened by the AIDS Institute will conduct a review of applications from eligible applicants

The reviewers will consider the following factors: (1) clarity of the application; (2) responsiveness to the Request for Applications; (3) applicant's capacity and experience (including at least two (2) years experience with administrative, fiscal and programmatic oversight of government contracts including timely and accurate submission of fiscal and programs reports); (4) demonstration of need for the proposed services; (5) applicant's access to and history serving the target community; (6) comprehensiveness and soundness of the program design; (7) appropriateness of the evaluation strategy; and (8) relevance and justification of budgeted costs.

Awards will be made to the highest scoring applications for each component taking into consideration the maximum award amount per component and regional coverage guidelines outlined in the Available Funding section for each component in the RFA.

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) not approved, 2) approved but not funded, 3) approved and funded. If additional funding becomes available for this initiative, additional monies will be awarded in the same manner as outlined in the award process described above.

In cases in which two or more applicants for funding are judged, on the basis of their written applications, to be equal in quality, such applicants may be invited to meet with AIDS Institute staff (or for Component D, Bureau of STD Control staff). Such meetings, to be conducted in a fashion comparable to employment interviews, are for the purpose of helping to distinguish between or among the applicants based on their response to structured questions.

A visit to an applicant's service site may be appropriate when the agency and its facilities are not familiar to the AIDS Institute (or, for Component D, Bureau of STD Control staff.) The purpose of such a visit would be to verify that the agency has appropriate facilities to carry out the work plan described in its application for funding.

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

ATTACHMENT 1

Sample Letter of Interest to Apply

Date:

Valerie J. White
Deputy Director, Administration & Data Systems
New York State Department of Health/AIDS Institute
Rm. 478, Corning Tower
Empire State Plaza
Albany, NY 12237

Dear Ms. White:

Subject: Request for Applications for **Solicitation Number 09-0001, HIV/STD Prevention and Related Services for Gay Men/ Men of Color Who Have Sex With Men**

On behalf of (Applicant Organization), I hereby inform you that we are interested in submitting an application in response to the above named solicitation.

Component A _____ Component B _____ Component C _____ Component D _____

Sincerely,

Signature of CEO or responsible person

Telephone: Area Code and Number

Title

Mailing Address

E-mail address (if none, so indicate)

Fax: Area Code and Number (if none, so indicate)

ATTACHMENT 2

Sample Letter of Commitment from Board of Directors or Equivalent Official

Date:

Thomas Tallon
Associate Director, Division of HIV Prevention
New York State Department of Health/AIDS Institute
Corning Tower, Room 384 Empire State Plaza
Albany, NY 12237

Dear Mr. Tallon:

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 and Center for Community Health for funding under the solicitation “HIV/STD Prevention and Related Services for Gay Men/Men of Color Who Have Sex With Men.”

The Board (***or Equivalent Official***) is committed to providing the related services and certifies that program staff are qualified, appropriately trained and have sufficient agency resources to effectively implement the program.

The Board (*or Equivalent Official*) attests as that the organization meets following eligibility criteria an applicant under the Component specified:

Component A

- Private not-for-profit 501(c)(3) organization, including community-based organizations providing human services with an office in Brooklyn; or
- Article 28 licensed community health center with an office in Brooklyn.

Component B

- Private not-for-profit 501(c)(3) organization, including community-based organizations providing human services; or
- Article 28 licensed community health center.

Component C

- Private not-for-profit 501(c)(3) organization, including community-based organizations providing human services.

Component D

- Not-for-profit 501(c)(3) organization, including community-based health and/or human service agencies and faith-based organizations located in or serving one or more of the nine targeted counties (Albany, Dutchess, Erie, Monroe, Nassau, Onondaga, Orange, Suffolk or Westchester)

- Community-based health facility licensed under Article 28 located in or serving one or more of the nine targeted counties (Albany, Dutchess, Erie, Monroe, Nassau, Onondaga, Orange, Suffolk or Westchester) or
- Local health unit located in or serving one or more of the nine targeted counties (Albany, Dutchess, Erie, Monroe, Nassau, Onondaga, Orange, Suffolk or Westchester).

Sincerely,

Board Chairperson or Equivalent Official

APPLICATION CHECKLIST
HIV/STD Prevention and Related Services for
Gay Men/Men of Color Who Have Sex With Men:
RFA#09-0001

Applicant Name: _____

Please submit one original and six (6) complete copies of your application. Your submission should be arranged in the order listed below:

_____ **Application Cover Page (Attachment 4)**

_____ **Application Checklist (Attachment 3)**

_____ **Letter of Commitment from Board of Directors (Attachment 2)**

_____ **Application Narrative**

For Component A or Component B:

Program Summary

Applicant Organization & Capacity

Statement of Need

Program Design & Activities

Evaluation

For Component C:

Program Summary

Applicant Organization & Capacity

Applicant Organization's Core Competencies & Experience

Program Design & Activities

Evaluation

For Component D:

Program Summary

Applicant Organization & Capacity

Statement of Need

Program Design & Activities

Evaluation

_____ **Application Budget (Attachment 5)**

_____ **Vendor Responsibility Questionnaire (if you choose not to complete on-line)**
(Attachment 6)

_____ **Vendor Responsibility Attestation (Attachment 7)**

_____ **Copy of applicant's most recent Yearly Independent Audit**

Attachment 4

**Application Cover Page
HIV/STD PREVENTION AND RELATED SERVICES FOR
GAY MEN/MEN OF COLOR WHO HAVE SEX WITH MEN
RFA #09-0001**

Component A: Brooklyn-Based Comprehensive HIV/STD and Related Services for Gay Men/Men of Color Who Have Sex with Men

Component B: Community-Based HIV/STD Prevention and Linkage to Health Care and Related Services for Young Gay Men/Men of Color Who Have Sex with Men

Component C: Capacity Building Networks for Community-Based Organizations Serving African American/Black and Latino/Hispanic Gay Men Who Have Sex with Men

Component D: Community Mobilization for Syphilis Elimination

NOTE: If applying for more than one component of this RFA, a separate application and cover page must be submitted for each component.

Application submitted for (please check):

Component A _____ Component B _____ Component C _____ Component D _____

Applicant Name: _____

Applicant's Federal ID #: _____

Contact Person/Title: _____

Address: _____

Phone # and email address: _____

Amount Requested: \$ _____

(See page 2)

Component A

NOTE: An applicant must have an office in Brooklyn to be eligible to apply.

Component B

Indicate the region to be served:

New York City (excluding Brooklyn) _____

Monroe County _____

Long Island (Nassau and/or Suffolk County) _____

Erie County _____

Westchester County _____

NOTE: For Component B, if applying for more than one region, a separate application and cover page must be submitted for each region.

Component C

Indicate the target community to be served:

African American/Black Gay Men/MSM Community _____

Latino/Hispanic Gay Men/MSM Community _____

NOTE: For Component C, if an applicant proposes to serve both target communities, a separate application and cover page must be submitted for each target community.

Component D

Indicate the county to be served:

Albany _____

Dutchess _____

Erie _____

Monroe _____

Nassau _____

Onondaga _____

Orange _____

Suffolk _____

Westchester _____

Schenectady _____

NOTE: For Component D, applicants proposing to serve more than one county should address all targeted counties in their application.

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Page 1 - Summary Budget

- A. Please list the amount requested for each of the major budget categories. These include:
1. Salaries
 2. Fringe Benefits
 3. Supplies
 4. Travel
 5. Equipment
 6. Miscellaneous Other (includes Space, Phones and Other)
 7. Subcontracts/Consultants
 8. Administrative Costs
- B. The column labeled Third Party Revenue should only be used if a grant-funded position on this contract generates revenue. This could be either Medicaid or ADAP Plus. Please indicate how the revenue generated by this grant will be used in support of the proposed project. For example, if you have a case manager generating \$10,000 in revenue and the revenue will be used to cover supplies, the \$10,000 should be listed in the supplies line in the Third Party Revenue column.

Page 2- Personal Services

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

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

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

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

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

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

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

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

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

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

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

Page 3 - Fringe Benefits and Position Descriptions

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

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

Page 4 -Subcontracts

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

Page 5- Grant Funding From All Other Sources

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

Page 6 - Budget Justification

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

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

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

(To be used for Solicitations)

Contractor: _____

Contract Period: _____

Federal ID #: _____

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

** If applicable to RFA*

Fringe Benefits and Position Descriptions

Contractor:
Contract Period:
Federal ID #:

FRINGE BENEFITS

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

YES

Approved Rate (%) : _____

Contractor must attach a copy of federally approved rate agreement.

NO

Amount Requested (\$) : _____

Complete 2-6 below.

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

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

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

5. Date of most recently audited financial statements: _____

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

6. Requested rate and amount for fringe benefits:

Rate Requested (%) : _____

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

Amount Requested (\$) : _____

POSITION DESCRIPTIONS

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Position Descriptions (cont.)

Contractor:
Contract Period:
Federal ID #:

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

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

Subcontracts/Consultants

Contractor:

Contract Period:

Federal ID #:

SUBCONTRACTS/CONSULTANTS :

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

Agency/Name

Description of Services

Amount

Total : _____

Grant Funding from All Other Sources

Contractor:

Contract Period:

Federal ID #:

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

Funding Source	Total Funding Amount	Funding Period	Program Summary

AIDS Institute
Solicitation Budget Justification

Contractor:
Contract Period:
Federal ID #:

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

Vendor Responsibility Questionnaire

Instructions for Completing the Questionnaire

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

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

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

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

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

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

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

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

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

I. BUSINESS CHARACTERISTICS

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

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

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

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

Vendor Responsibility Attestation

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT 8
STANDARD CONTRACT WITH APPENDICES
STATE AND HRI

GRANT CONTRACT (STANDARD)

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

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

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

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

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

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

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

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

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

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

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

IV. Indemnification

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

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

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

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

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

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

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

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

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

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

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

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

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

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

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

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

II. Progress and Final Reports

Organization Name: _____

Report Type:

- A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in

narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX A-2

STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

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

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

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

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

11. All such subcontracts shall contain provisions specifying:

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

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

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

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

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

APPENDIX F

AIDS INSTITUTE POLICY

Access to and Disclosure of Personal Health Related Information

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

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

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

7. Employee Training

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

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

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

8. Employee Attestation.

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

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

New York State Department of Health

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

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

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

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

Information in the box below must be completed.

Name and address of facility/person disclosing HIV-related and/or medical information: _____ _____
Name of person whose information will be released: _____
Name and address of person signing this form (if other than above): _____ _____
Relationship to person whose information will be released: _____ _____
Describe information to be released: _____
Reason for release of information: _____
Time Period During Which Release of Information is Authorized From: _____ To: _____
Disclosures cannot be revoked, once made. Additional exceptions to the right to revoke consent, if any: _____ _____
Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment or eligibility for benefits (Note: Federal privacy regulations may restrict some consequences): _____ _____

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

Signature _____ Date _____

*Human Immunodeficiency Virus that causes AIDS

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

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

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

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

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

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

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

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

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

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

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

Signature _____ Date _____
(Subject of information or legally authorized representative)

If legal representative, indicate relationship to subject: _____

Print Name _____

Client/Patient Number _____

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

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

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

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

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

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

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

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

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

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

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

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

Signature _____ Date _____
Client/Patient Number _____

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

Departamento de Salud del Estado de Nueva York

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

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

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

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

Mi información relativa al VIH

Ambas (información médica tanto ajena como relativa al VIH)

Mi información médica ajena al VIH**

Complete la información en el siguiente cuadro.

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

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

Nombre de la persona cuya información será divulgada: _____

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

Relación con la persona cuya información será divulgada: _____

Describa la información que se ha de divulgar: _____

Motivo de la divulgación: _____

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

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

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

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

Firma _____ Fecha _____

*Virus de la inmunodeficiencia humana que causa el SIDA

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

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

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

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

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

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

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

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

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

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

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

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

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

Nombre (en letra de imprenta) _____

Número de paciente o cliente _____

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

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

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

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

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

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

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

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

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

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

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

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

Firma _____ Fecha _____

Número de paciente o cliente _____

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

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

2. Allowable Costs/Contract Amount -

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

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

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

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

3. Administrative, Financial and Audit Regulations –

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

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

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

4. Payments -

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

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

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

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

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

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

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

7. Amendments/Budget Changes –

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

8. Insurance -

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

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

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

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

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

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

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

c) The insurance in b) above shall:

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

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

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

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

10. Title -

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

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

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

12. Non-Discrimination -

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

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

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

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

14. Site Visits and Reporting Requirements -

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

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

15. Miscellaneous -

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

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

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

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts

located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 50, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

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

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

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

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

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

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

ATTACHMENT B
PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE

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

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

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

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

4. **Confidentiality:**

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

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

5. **Evaluation and Service Coordination**

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

6. **Publication:**

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

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

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

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

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

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

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

Attachment "C"

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

I. Definitions:

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

II. Obligations and Activities of the Business Associate:

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

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

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

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

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

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

IV. Obligations of Covered Program

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

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

V. Permissible Requests by Covered Program

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

VI. Term and Termination

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

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

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

VII. Violations

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

VIII. Miscellaneous

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

ATTACHMENT D

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

1. Statement of Purpose

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

2. Definition

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

3. Access

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

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

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

4. Disclosure

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

5. Disposition

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

6. Confidentiality Protocols

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

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

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

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

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

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

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

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

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

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

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

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

7. Employee Training

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

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

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

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

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

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

8. Employee Attestation.

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

ATTACHMENT E

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

Interim Revisions June 1992

1. Basic Principles

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

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

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

Section 2500 Use of Funds:

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

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

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

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

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

2. Program Review Panel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attribution Statement for Grantees' HIV Prevention Messages

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

GENERAL AUDIENCES:

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

SCHOOL SETTINGS:

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

STREET OUTREACH/COMMUNITY SETTINGS:

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

INDIVIDUAL AND GROUP COUNSELING:

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

COMMENTS

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

Attachment 9

Sample Models for Collaborative HIV/STD Screening

There are several possible approaches as to how CBOs, health facilities and other community social service agencies can work collaboratively with county health departments to promote and provide STD screening.

Regardless of the approach utilized, all persons with STD infection must be reported to the appropriate local jurisdiction for follow-up and referrals must be made for treatment.

The inherent assumption for each is that the STD screening events will be part of established HIV Counseling and Testing events.

Potential approaches include, but are not limited to:

#1 CBO, health facility or social services agency conducts STD screening independent of local health department. CBO, health facility or social service agency is grantee

Staffing requirements:

- Have medical provider (MD,NP,PA) of record under whose license specimens are collected and processed (similar as for HIV testing)
- Staff that can perform phlebotomy and collect urine specimens.
- Agency trains own staff for blood drawing or hires consultant for blood drawing and collection of specimens.
- If the agency uses its own staff they must make sure that they have appropriate liability insurance.

Processing of specimens:

- Agency negotiates with NYS-licensed laboratory to process specimens as part of a sub-contract:or
- Agency negotiates with local health department to process specimens.

Policy and Procedures (P&P)

- P&P that address the collection, storage, transport, and processing of specimens
- P&P that address procedures for notifying individuals of results and linkage to treatment.
- P&P that address notification of appropriate local health department of positive results as well as referral for treatment, care and partner services.
- P&P that address blood borne pathogens, OSHA requirements and medical waste disposal.

Responsibilities

- Grantee—hire staff, process specimens, notify individual of results in timely fashion, notify county DOH of positive results, provide referral for treatment
- DOH—conduct partner services, provide treatment as appropriate or follow-up on treatment

#2 CBO, health facility or social services agency conducts STD screening with County DOH staff. CBO, health facility or social service agency is grantee

Staffing requirements:

- Agency negotiates sub-contract with County DOH for “x” hours of staff to conduct STD screening.
- Agency provides appropriate staff for support in processing individuals for screening

Processing of specimens:

- Agency negotiates with NYS-licensed laboratory to process specimens as part of a sub-contract:or
- Agency negotiates with local health department to process specimens as part of sub-contract

Policy and Procedures

- P&P that address the collection, storage, transport and processing of specimens
- P&P that address procedures for notifying individuals of results
- P&P that address procedure for agency to receive results and information regarding follow-up and treatment
- P&P that address blood borne pathogens, OSHA requirements and medical waste disposal.

Responsibilities

- Grantee—hire staff, process specimens, notify individual of results in timely fashion, notify county DOH of positive results, provide referral for treatment
- DOH—conduct partner services, provide treatment as appropriate or follow-up on treatment

#3 County DOH conducts STD screening in collaboration with CBO, health facility or social service agency. County DOH is grantee

Staffing requirements

- Appropriate County DOH staff available to conduct screening
- Appropriate agency staff to assist in outreach and planning of screening events—may be sub contract with CBO, health facility or social service agency

Processing specimens

- County DOH follows established guidelines

Policy and Procedures

- County DOH established P&P for STD screening
- P&P that address the collaboration with CBO, health facility or social services agency

Responsibilities

- Grantee—provide staff, process specimens, notify individual of results, conduct partner services , provide/referral for treatment
- CBO, health facility, social service agency—conduct outreach and promotion of screening events, provide HIV C&T collaborate County DOH in planning screening events

Attachment 10

STD Screening Requirements

If funded the contractor will need to develop a protocol specific to their intervention/site, and submit for approval NYSDOH prior to initiating screening services.

Protocols will address the provision of confidential STD screening for syphilis, gonorrhea and Chlamydia; the defined target audiences to be tested; and the settings where access to testing services and how those services will be carried out in regards to registering client, documenting tests performed, rationale/risk assessment, follow up appointment for receipt of results, and direct link for medical care and treatment when indicated.

The New York State Department of Health (NYSDOH) regulates medical STD testing. STD screening must operate under the supervision of a medical provider. The provider can be an employee or any medical provider with whom the agency has a contractual relationship.

A standing medical order from the Medical Provider will authorize staff collect blood and/or urine specimens from client(s) being screened for STDs. Screening will test for syphilis, gonorrhea and Chlamydia, and must adhere to *New York State Sanitary Code (10NYCRR §2.12)* concerning the reporting requirements of communicable diseases to the appropriate authorities (see attached *New York State Department of Health Communicable Disease Reporting Requirements*).

Procedures must include guidance for activities that are carried out prior to, during and after STD testing. These include

- Staff training
- Management of biohazardous waste and sharps
- Client risk assessment for screening.
- Completion of required documentation for client registration, testing logs for tracking purposes and requisitions for test processing.
- Specimen collection and handling of Urine and Blood specimens
- Transport of specimens for laboratory processing services
- Result tracking and medical records maintenance
- Interpretation and delivery of results to clients (posttest)
- Facilitation to immediate access for medical treatment
- Disease reporting

Requirements:

- Medical provider (MD, NP, PA) of record under whose license specimens are collected and processed (similar as for HIV testing)
- Staff that can perform phlebotomy and collect urine specimens.
- Appropriate liability insurance.
- NYS-licensed laboratory to process specimens .
- Policy and Procedures that address:
 - the collection, storage, transport, and processing of specimens
 - procedures for notifying individuals of results and linkage/provision of medical treatment.
 - notification of appropriate local health department of positive results as well as referral for treatment, care and partner services.
 - blood borne pathogens, OSHA requirements and medical waste disposal.