

RFA # 11-0002

FAU#1110210345

**New York State Department of Health  
AIDS Institute**  
*Division of HIV and Hepatitis Health Care  
Bureau of Community Support Services  
and  
Health Research, Inc.*

## **REQUEST FOR APPLICATIONS**

*Nutrition Health Education and Food and Meal Services for  
Persons Living with HIV/AIDS*

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### **KEY DATES**

**RFA Release Date:** 11/22/11

**Questions Due:** 12/7/11

**RFA Updates and  
Questions & Answers Posted:** 12/19/11

**Letter of Interest Due:** 12/22/11

**Applications Due:** 01/10/12

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**ATTACHMENTS TO THE RFA**

- Attachment 1: AIDS Institute HIV/AIDS Nutrition Health Education & Food and Meal Standards
- Attachment 2: Ryan White Guidance for Part B Contractors
- Attachment 3: Sample Letter of Interest
- Attachment 4: Sample Letter of Commitment from Executive Director or Chief Executive Officer
- Attachment 5: Sample Letter of Commitment from Board of Directors or Equivalent Official
- Attachment 6: Application Cover Page
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- Attachment 14: Site(s), Day(s), and Hours of Operation
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- Attachment 16: Implementation of AIDS Institute Reporting System
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## **I. INTRODUCTION**

The New York State Department of Health AIDS Institute (NYSDOH AI) Division of HIV and Hepatitis Health Care, Bureau of Community Support Services (BCSS) and Health Research, Inc. (HRI) announce the availability of \$2,367,614 in New York State and federal Ryan White Part B funds for the provision of Nutrition Health Education and Food and Meal Services to persons living with HIV/AIDS in New York State.

The NYSDOH AI continues its commitment to improving and maintaining the nutritional well being of persons living with HIV/AIDS (PLWH/A) in New York State. Since 1990, the AI has provided funding for food and nutrition services. The Nutrition Services to be funded through this RFA will strengthen the comprehensive continuum of HIV prevention, health care, and supportive services in New York State. This will be accomplished through the provision of nutrition health education (NHE) and food and meal services that will support retention in, and adherence to HIV medical care and treatment. In addition, NHE programs encourage the goal of promoting health and reducing chronic diseases associated with diet and weight.<sup>1</sup>

### **A) BACKGROUND**

New York State continues to be the epicenter of the HIV/AIDS epidemic, leading the nation in cumulative number of AIDS cases. As of December 2008, there were 126,000 reported New Yorkers living with HIV and AIDS. Statewide, 26% of newly diagnosed HIV cases have a concurrent AIDS diagnosis, and 75% of persons living with HIV/AIDS are age 40 or older.<sup>2</sup> Compared to the total number of persons living with HIV/AIDS in the United States, New York State has a greater proportion of cases among people of color (77.9% vs. 65.5%).

The American Dietetic Association's (2004) position paper on nutrition intervention and HIV infection stated "efforts to optimize nutritional status, including medical nutrition therapy, assurance of food and nutrition security, and nutrition education [are] essential components of the total health care available to [PLWH/A]"<sup>3</sup>. The establishment of nutrition interventions and services for people living with HIV/AIDS (PLWH/A) that increase food and nutrition security include the availability of nutritionally adequate and safe foods and support the process of making appropriate food choices that promote good health. PLWH/A deal with numerous barriers to food and nutrition security: social isolation, inadequate cooking skills and facilities, and limited food availability and diversity. Providing "safe access to appropriate food in an acceptable environment is an important part of improving and maintaining physical and emotional health"<sup>4</sup> for PLWH/A.

HIV/AIDS impairs nutritional status by undermining the immune system. Poor nutrition can exacerbate HIV, may hasten the progression to AIDS related illnesses, and impede treatment adherence and response to antiretroviral therapies. Malnutrition continues to impact PLWH/A, and addressing the nutritional

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<sup>1</sup> Healthy People 2010. *Objectives for improving health: nutrition and overweight*. (2) Chap 19.

<sup>2</sup> New York State HIV/AIDS Surveillance Annual Report. (2010, June). *For cases diagnosed through December 2008*.

<sup>3</sup> American Dietetic Association. (2004). Position of the American dietetic association and dietitians of Canada: Nutrition intervention in the care of persons with human immunodeficiency virus infection. *Journal of The American Dietetic Association*, 104(9), 1425-1441. doi:10.1016/j.jada.2004.07.012

<sup>4</sup> Ibid.

status is an important factor in controlling the progression of HIV/AIDS.<sup>5</sup> Food and nutrition security coupled with managing the nutrition related complications of HIV infection create many challenges for PLWH/A. Nutritional strategies, such as making appropriate food choices, can improve adherence and enhance the effectiveness of drug therapies, as well as assist with managing the symptoms of HIV/AIDS.<sup>6</sup> Nutrition interventions are necessary and critical to facilitating retention in and adherence to medical care and treatments.

Clinical nutrition research suggests that a PLWH/A's nutritional status is a determinant of good health outcomes. The symptoms of HIV disease, which may impair physical and mental capacity, often interfere with an individual's ability to shop for groceries or prepare meals that can restore or improve health. Screenings for nutritional risk and nutritional assessments are critical components of developing appropriate nutrition care plans for PLWH/A. Nutritional related symptoms, such as nausea, vomiting, diarrhea, anorexia, and pain with chewing/swallowing, may have a significant impact on dietary intake and antiretroviral therapy adherence.<sup>7</sup> Obtaining a thorough medical history provides insight into potential food and drug interactions, and co-morbidities that impact nutritional status, such as renal disease, hepatitis, diabetes, and cardiovascular disease. Assessment of potential side effects of medication therapies in conjunction with other health risk factors, (smoking, alcohol and drug use, obesity, etc.) may assist in the early identification of disease complications.

NHE improves health outcomes through the identification of nutritional goals and the development of a plan that supports those goals. Education is a vital component of the plan and facilitates the development of skills and dietary strategies that enable PLWH/A to achieve and maintain their health and adhere to their treatment regimens.

Food and meal programs facilitate the provision of nutritious foods required to meet the nutritional needs of PLWH/A. Information and data gathered from nutrition programs indicate that nutrition interventions have assisted clients to achieve and/or maintain their weight, improve their knowledge of healthy food choices, reduce food insecurity, and increase utilization of medical care and supportive services. Nutrition interventions are critical components of HIV/AIDS care, improve quality of life, aid in symptom management, and support medication therapy.

## **B) INTENT**

The intent of this RFA is to focus on the development and implementation of effective Nutrition Health Education (NHE) that empowers clients to learn, practice and apply the self-management skills needed to achieve optimal health outcomes. Self-management skills development includes teaching independent health care behaviors and decision-making, while encouraging clients to be responsible for their health care and lifestyle choices. Nutrient dense, well balanced, and safe meals tailored to the specific dietary needs of PLWH/A can assist in maximizing the benefits of medical interventions and care; therefore, food and meals should be provided in conjunction with NHE.

Funded applicants will be expected to make all services available to all PLWH/A in the geographic region, and not limit services to agency clients only. Nutrition health education and food and meal services should serve community needs by allowing access to services for eligible individuals who may

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<sup>5</sup> Guenter, P., Muurhaninen, N., Simons, G., Kosok, A., Cohan, G.R., Rudenstein, R., & Turner, J.L. (1993). Relationships among nutritional status, disease progression, and survival in HIV infection. *Journal of Acquired Immune Deficiency Syndromes*, 6,1130-1138.

<sup>6</sup> Association of Nutrition Services Agencies. (2002, September). Nutrition guidelines for agencies providing food to people living with HIV disease. Retrieved from <http://www.ansanutrition.org/nutrition/guidelines.cfm>

be enrolled with other agencies or are from the larger community. It is expected that applicants will collaborate with other regional providers and develop a system for making all services available. Funded applicants will be expected to identify and leverage other community resources that will: 1) enhance the provision of service delivery, 2) maximize access to nutritional services, 3) assist clients to overcome personal or cultural barriers that prevent them from making good nutritional choices, and 4) address issues that may compromise their health status.

**C) PROGRAM EXPECTATIONS**

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

In addition, applications should demonstrate the intensity of activities to be conducted, the availability of other resources for HIV Nutrition services in the geographic area to be served, and how these resources will be leveraged to enhance the services funded by this RFA.

**D) COMPONENTS**

This Request for Applications (RFA) has two components. Existing AIDS Institute Nutrition Services providers must apply and successfully compete for funding under this RFA in order to receive continued funding for nutrition services beyond April 30, 2012.

**Component A: Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS in the Upstate and Long Island regions**

**Component B: Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS in the New York City region**

**Nutrition Health Education Requirements for both Component A and Component B**

NHE activities are critical interventions for delaying the decline of and/or improving and maintaining the client's health status; and for promoting retention in medical care and treatment and supportive services. Applicants should develop NHE activities that empower clients to learn, practice, and apply the self-management skills needed to achieve optimal health outcomes. Self-management skill development includes teaching independent health care behaviors and decision making, and encourages clients to be responsible for their health care and lifestyle choices.

**Additional Food and Meal Requirements of Component A (Upstate and Long Island Applicants)**

*Two food and meal services are required to be provided from among four services (home delivered, congregate, pantry bag, food gift cards/vouchers). Two food and meal services will be funded per applicant. Applicants wishing to provide a third food and meal service will have to justify their decision based on regional need, the availability of other regional resources for these services, and how providing three food and meal services will increase a client's ability to reach a level of independence and self management.*

**Additional Food and Meal Requirements of Component B (New York City Applicants)**

One food and meal service is required to be provided from among two services (pantry bag, food gift cards/vouchers). One food and meal service will be funded per applicant. Applicants wishing to provide two food and meal services will have to justify their decision based on regional need, the availability of other regional resources for these services, and how providing two food and meal services will increase a client's ability to reach a level of independence and self management.

**II. AVAILABLE FUNDING AND REGIONAL DISTRIBUTION**

**A) RYAN WHITE PART B RESTRICTIONS**

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

The AIDS Institute administers funding for nutrition services from the New York State budget and the Ryan White HIV/AIDS Treatment Extension Act. The primary goal of the AIDS Institute's revenue policy (*Attachment 18 AIDS Institute Revenue Policy for HIV Programs Supported by State or Ryan White Funding*) is to avoid duplication of payment. Both State and Ryan White grantees are required to track the revenue generated by the grant funded program and to make such revenue available to the program either to enhance HIV, HCV or STD services or to offset other expenses which are related to the specific program. An attestation is signed by each grantee to formally acknowledge that the grant-funded program will maximize the revenue available to the program through Medicaid, ADAP Plus, Hepatitis C Assistance Program (HepCAP), and other third-party payers. This attestation will be included in the initial and subsequent contract funding applications.

Furthermore, Ryan White revenue policy requires that Ryan White as the “payer of last resort” is designed to provide services to persons living with HIV and AIDS who have no other payer source for care and treatment services. The Ryan White HIV/AIDS Treatment Extension Act requires that “...the State will ensure that grant funds are not utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made with respect to that item or service under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or by an entity that provides health services on a prepaid basis.” HRSA policy 97-02 further states that at the individual client level, grantees and/or their subcontractors are expected to make reasonable efforts to secure other funding instead of Ryan White whenever possible. Ryan White funding may only be used for services that are not reimbursable by Medicaid, ADAP Plus or other third-party payers.

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

**B) REGIONAL DISTRIBUTION**

**Component A: Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS in the Upstate and Long Island regions.**

There is approximately **\$1,717,614** in available funding to support Component A.

| <b>Region</b>   | <b>Number of Awards</b> | <b>Maximum Amount per Award</b> |
|---|-------------------------|---------------------------------|
| <b>Hudson Valley</b><br>(Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester counties)  | 1-2                     | \$286,269                       |
| <b>Northeastern New York</b><br>(Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties) | 1-2                     | \$286,269                       |
| <b>Central New York</b><br>(Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, and Tompkins counties)  | 1-2                     | \$286,269                       |
| <b>Finger Lakes</b><br>(Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne and Yates counties)  | 1-2                     | \$286,269                       |
| <b>Western New York</b><br>(Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties)  | 1-2                     | \$286,269                       |
| <b>Long Island</b><br>(Nassau and Suffolk counties)   | 1-2                     | \$286,269                       |

The maximum award for successful applicants under Component A will be \$286,269. Applicants are requested to select their primary region of service on the cover page of the application. The primary region of service for the application should be based on the location where the largest number of clients is served. This does not preclude an applicant from proposing to serve one or more counties outside a defined service region. If an applicant fails to indicate a primary service region, it will be assigned a primary service region based on the location where the largest number of clients is proposed to be served.

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



**Component B:** *Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS in the New York City region.*

There is approximately **\$650,000** in available funding to support Component B.

| <b>New York City Region</b>                       | <b>Number of Awards</b> | <b>Maximum Amount per Award</b> |
|---|-------------------------|---------------------------------|
| Manhattan, Bronx, Brooklyn, Queens, Staten Island | 3-5                     | \$216,666                       |

The maximum award for successful applicants under Component B will be \$216,666. **Applicants may submit only one application in response to Component B.** If more than one application is submitted in response to this component, the first application that is opened will be reviewed and considered for funding. All others applications will be rejected.

**Components A and B**

The intent of the RFA is to ensure regional coverage for NHE and food and meal services. **Applicants may submit no more than two applications in response to this RFA.** If funding for both Components A and B is sought, a separate application must be submitted for each component. If one application is submitted for both components, the application will be rejected.

The number of anticipated awards per region, as specified within each Component, will provide coverage of the funded services within available resources. Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. After the minimum number of awards is met in each region, any remaining funding will be awarded to the next highest scoring applicant up to the maximum number of awards for any region in that component.

If there is an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI reserve the right to fund an application scoring in the marginal range (scoring 60-69) from that region. If no marginal application is received from that region, AI and HRI reserve the right to shift funding to another region within the Component, funding the next highest scoring application up to the maximum number of awards per region.

If there is an insufficient number of acceptable (scoring 70 or above) or marginal (scoring 60-69) applications received for a component, the NYSDOH AI and HRI reserve the right to shift funding to the other Component.

In cases in which two or more applicants for funding are judged on the basis of their written applications to be equal in quality, the applicant with the highest score on Section 4- Program Design - will receive the award.

NYS and HRI reserve the right to revise the award amounts and component amounts as necessary due to changes in the availability of funding.

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

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

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

Applicants awarded Ryan White grant funding will be required to follow the guidance detailed in Ryan White Guidance for Part B Contractors (*Attachment 2*).

### **III. WHO MAY APPLY**

#### **A) *APPLICANT ELIGIBILITY REQUIREMENTS***

Applicants must be:

- a registered not-for-profit 501(c)(3) community based organization or a New York State Department of Health licensed Article 28 facility.

#### **B) *APPLICANT PREFERENCE FACTORS***

Consistent with the demographic profile of the HIV epidemic in NYS, identified consumer needs, and the effective delivery of interventions, preference will be given to applicants that demonstrate:

- experience in the provision of nutrition health education and food and meal services to persons living with HIV/AIDS;
- a mechanism for obtaining, on a n ongoing basis, nutritional assessments and dietary recommendations from a Registered Dietitian (RD);
- effective culturally, linguistically, and health literacy competent strategies for reaching and delivering NHE and food and meals that address the multiple nutritional needs of HIV individuals, such as immigrant and migrant populations, communities of color, and diverse gender and sexual identity populations (i.e., lesbian, gay, bisexual, transgender, and questioning);
- partnerships that leverage community resources (i.e., food pantries, soup kitchens, churches, federal and state programs, etc.) that address a variety of nutritional and financial needs of PLWH/A;
- two years of experience in the effective administrative, fiscal and programmatic oversight of government contracts.

### **IV. CLIENT ELIGIBILITY**

- To receive nutrition health education and food and meal services, the index client must have documented proof of being infected with HIV/AIDS, and a Registered Dietitian's (RD) completed nutrition assessment and dietary recommendations;
- See the *HIV/AIDS Nutrition Health Education and Food and Meal Program Standards (Attachment 1)* for specific client criteria for the four food and meal services;
- Collaterals living with index clients are eligible to receive services provided under the food and meal services ***only*** and must meet the following requirements:
  - the service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV, and
  - the service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care.
- Documented dependent children under the age of 18 living in the household are eligible to ***only*** receive services provided under the food and meal services.

## V. PROGRAM REQUIREMENTS AND GUIDING PRINCIPLES

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

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

- A) adhere to the *AIDS Institute's HIV/AIDS Nutrition Health Education and Food and Meal Standards (Attachments 1)*;
- B) address the nutritional needs of special and underserved populations (i.e., immigrants and migrants); and demonstrate cultural, linguistic, and health literacy competency by designing and tailoring programs with an understanding of the differences that derive from language, culture, race/ethnicity, religion, age and developmental characteristics;
- C) demonstrate that systems are in place to support the agency's capacity to receive funds and administer them in conformance with the intent of the funding. The minimum standards considered to be fundamental to any funded agency's successful provision of services, HIV-related or otherwise, cover system expectations in agency administration such as fiscal operations, human resources, information systems technology, resource development, strategic planning, board development and program administration. The agency is expected to provide program staff with the necessary support, training, resources and space to enable them to carry out program goals and objectives;
- D) participate in a collaborative processes with the AIDS Institute to assess program outcomes and provide monthly narrative reports describing the progress of the program with respect to: 1) implementation, 2) client recruitment, 3) success in meeting the AIDS Institute *HIV/AIDS Nutrition Health Education and Food and Meal Standards*, 4) significant accomplishments achieved, and 5) barriers encountered and plans to address noted problems;
- E) submit statistical reports on clients served, and other data using AIRS. Successful applicants must demonstrate the capacity to collect and report all required data using AIRS (both personnel and hardware-related). The AIDS Institute requires maintenance and reporting of unduplicated client level data, including demographics and service histories, in accordance with applicable federal and/or state reporting requirements. The AIDS Institute provides and supports the AIDS Institute Reporting System (AIRS) software to enable providers to meet data submission requirements. Details on this software product may be obtained by accessing the following Internet address, [www.airсны.org](http://www.airсны.org);
- F) demonstrate the capacity to incorporate evaluation activities in all phases of the program planning, design and implementation process. The program design should include sound evaluation practices and incorporate planned activities that measure and assess goals, objectives, outcomes and processes funded by the initiative. The evaluation plan and design should be reflected in the proposed program's overall goals and activities, and include how the results of evaluation activities will be utilized for program development, refinement and continuous improvement;
- G) develop a program that incorporates the principles of continuous quality improvement. These principles include agency leadership and commitment, staff development and training, participation of staff from all levels and various disciplines, and systematic selection and ongoing review of performance criteria, including consumer satisfaction;
- H) ensure consumer participation in the ongoing planning, and development of the proposed service model in the application. This may be accomplished through a Consumer Advisory Board,

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

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

## **VI. SCOPE OF SERVICES**

Nutrition Health Education (NHE) takes into consideration gender, ethnicity and race, co-occurring disorders, and socio-economic situations that impact nutritional status when determining the nutrition educational needs of clients. NHE provides the interventions and skill building necessary for reducing food insecurity and ensuring the development of core competencies that support safe healthy food choices. Further, it promotes the acquisition and application of self-management skills needed to achieve optimal health outcomes. Self-management skills development includes teaching independent health care behaviors and decision making and encourages clients to be responsible for their health care and lifestyle choices.

Food and Meal Services assist to stabilize the client while they develop the necessary skills to make appropriate food choices that will improve and/or maintain their health status. Nutrient dense, well balanced, and safe meals and food tailored to the specific dietary needs of PLWH/A can assist in maximizing the benefits of medical interventions and care.

Community coordination activities ensure that PLWH/A are referred to additional resources that address their needs (i.e., case management, primary care, and other food and financial sources), promote general health and wellness, and facilitate adherence to and retention in medical care and treatment. It involves a multidisciplinary care coordination process that encompasses collaborative service provision across all disciplines within the program, facility and community involved in the client's care to achieve optimal outcomes.

### **A) *LIMITATIONS***

Personnel (i.e., Registered Dietitians or New York State Certified Dietitian Nutritionists) providing nutrition services that are reimbursable to any extent under Medicaid, the HIV Uninsured Program (ADAP), or commercial insurance would be considered ineligible and cannot be included as either a budget line item or subcontract/consultant. **Funding through this RFA can only be used to cover services not reimbursable, to any extent, by any third party payers.**

### **B) *STAFFING STRUCTURE***

Each proposed NHE program should consider the needs of their community, the resources available through this RFA, and other regional resources to determine appropriate staffing models. Depending upon the scope of food and meal services provided, additional staff may be necessary. For more detail on these positions refer to the AIDS Institute *HIV/AIDS Nutrition Health Education and Food and Meal Standards (Attachment 1)*.

All funded programs, at a minimum, are expected to have the following:

- i. **Community Nutrition Educator.** The Community Nutrition Educator is a trained professional in the delivery of nutrition education and is responsible for developing and facilitating individual and/or group NHE. After each group and/or individual session, the Community Nutrition Educator must record: 1) client attendance and participation, 2) a summary of the education session, 3) client progress and accomplishments, and 4) any further client needs and referrals made.
- ii. **Nutrition Program Assistant.** The Nutrition Program Assistant, in conjunction with the Community Nutrition Educator, is responsible for performing the community coordination activities. These include identifying and making referrals to appropriate community resources that address the needs of and help remove barriers for the client.

### **C) NUTRITION HEALTH EDUCATION**

For all activities identified here, refer to the AIDS Institute *HIV/AIDS Nutrition Health Education and Food and Meal Standards (Attachment 1)* for guidance.

NHE should be provided to all clients either as an individual or group intervention. It is a process by which beliefs and attitudes about food lead to practices that are practical and consistent with individual needs and available food resources. A well-designed curriculum should address essential nutrition education with the goal of increasing nutritional knowledge, enforcing positive nutrition attitudes, and helping develop the behavioral skills clients need to plan, prepare, and select healthful foods.<sup>8</sup> Education topics include, but are not limited to: 1) purchasing and preparing healthy and safe foods on a budget, 2) cooking workshops incorporating food pantry items or food gift cards/vouchers, 3) the role of fitness/exercise in maintaining health, and 4) strategies to promote healthy nutrition behavior change.

A qualified educational provider, such as Cornell Cooperative, can perform the activities required of group education; however, the Community Nutrition Educator is responsible for developing and documenting in client records the type, frequency, and outcomes of group educational activities the client participated in.

### **D) COMMUNITY COORDINATION ACTIVITIES**

Refer to the AIDS Institute *HIV/AIDS Nutrition Health Education and Food and Meal Standards (Attachment 1)* for additional information on these activities.

Considering the multiple socio-economic factors that contribute to poor nutrition and food security, along with co-morbidities that affect persons living with HIV/AIDS, a continuum of services is essential to meet the multitude of complex and varied needs that present barriers to healthy and nutritious choices. Community coordination activities serve to enhance and promote client adherence with and retention in care and treatment services. Linkages and clearly defined referral agreements focus on specific and appropriate services necessary to remove barriers to care, treatment, and support services for clients. Activities include making and following up on referrals for: 1) other community services, 2) food, nutrition, and financial resources (i.e., food stamps, WIC programs, food pantries, soup kitchens, etc.), and 3) case management services.

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<sup>8</sup> U.S. Department of Health and Human Services. (n.d.) Healthy people 2010: Objectives for improving health. Retrieved from <http://www.healthypeople.gov/Document/pdf/Volume2/19Nutrition.pdf>

Another aspect of community coordination is the leveraging of other community resources. Leveraging other community resources is critical for: 1) enhancing the provision of service delivery, 2) maximizing client access to nutritional services, 3) assisting clients to overcome personal or cultural barriers that prevent them from making good nutritional choices, and 4) addressing issues that may compromise their health status.

**E) FOOD AND MEAL SERVICES**

For all activities identified here, refer to the AIDS Institute *HIV/AIDS Nutrition Health Education and Food and Meal Standards (Attachment 1)* for client eligibility requirements, service limitations, and program protocols.

The activities of Nutrition Health Education are designed to increase the capabilities and skills of persons living with HIV/AIDS to make nutritionally sound decisions and to support and improve their retention in medical care and treatment. Therefore, the food and meal services should be provided in conjunction with Nutrition Health Education. NHE and Food and Meal programs should establish an ongoing mechanism for communicating and coordinating with a Registered Dietitian to obtain dietary recommendations and assessments. This is an important aspect of overall nutritional care and ensures that clients receive the appropriate type and level of food and meals that meet their needs.

The food and meal services include home-delivered meals, congregate meals, pantry bags, and food gift cards/vouchers. Nutrient dense, well balanced, and safe meals and foods tailored to the specific dietary needs of PLWH/A can assist in maximizing the benefits of medical interventions and care.

- **Home-Delivered (hot or frozen) Meals** are an important component of the community-based nutritional service continuum for PLWH/A. A client's medical provider must submit documentation of the need for home-delivered meals and recertify this need. The need and continued eligibility for home delivered services must be documented and reassessed.
- **Congregate Meals** are served in community locations fostering access to health care and supportive services while meeting the nutritional needs of PLWH/A. The need for congregate meal services must be documented and reassessed.
- **Pantry Bags** provide a supplemental supply of food to PLWH/A in need while also promoting self-sufficiency through referrals to other community resources. The need for pantry bag services must be documented and reassessed.
- **Food Gift Cards/Vouchers** provide a supplemental supply of food to PLWH/A in need while also promoting self-sufficiency through referrals to other community resources. Voucher programs must develop a system that ensures only authorized clients redeem vouchers and purchase only allowable foods. Clients are given gift cards to grocery stores and must bring back a receipt which is reviewed to ensure that only allowable food items have been purchased in accordance with the AIDS Institute *HIV/AIDS Nutrition Health Education and Food and Meal Standards (Attachment 1)*. (Initiative standards are consistent with WIC standards.)

**Under no circumstances are "gift cards" that can be converted to cash by recipients allowed.** Food gift cards/vouchers must be issued by an acceptable food vendor and must be clearly marked as coming from that vendor. The need for food gift card/voucher services must be documented and reassessed.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A) *ISSUING AGENCIES***

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

### **B) *QUESTION AND ANSWER PHASE***

All substantive questions must be submitted in writing to:

**Maryland M. Toney**  
**NYSDOH AIDS Institute**  
**90 Church Street, 13<sup>th</sup> Floor**  
**New York, New York 10007**  
**Fax: (212) 417-4786**  
**email address: [nutrition2011@health.state.ny.us](mailto:nutrition2011@health.state.ny.us)**

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. **Written questions must be received by either mail or email by 5:00 P.M. on the date posted on the cover of this RFA.**

**Questions of a technical nature** are addressed in writing and are limited to how to prepare an application, obtaining forms, formatting the application (font size, margins, number of pages, etc) or where to send/deliver the application. Technical questions do not relate to the substance/content of the application.

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

This RFA has been posted on the Department of Health's public website at: <http://www.health.ny.gov/funding/> and HRI's website at [www.healthresearch.org/funding](http://www.healthresearch.org/funding).

Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's and HRI's websites. All such updates will be posted by the date identified on the cover sheet of this RFA. 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.

**C) LETTER OF INTEREST TO APPLY**

NYSDOH encourages, but does not require, prospective applicants to submit a Letter of Interest. Please see *Attachment 3 (Sample Letter of Interest to Apply)*. If you are submitting a Letter of Interest to Apply, please do so by the date listed on the cover of this RFA to:

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

**D) APPLICANT CONFERENCE**

An applicant conference will not be held for this project.

**E) HOW TO FILE AN APPLICATION**

Applications must be received at the following address by 5:00 P.M. by the date posted on the cover sheet of this 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**

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

\*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 the Department of Health's and HRI's discretion.

**Applicants shall submit (1) original, signed, unbound application and (6) complete copies, with all attachments.** The original application should be clearly identified and bear the original signature of the Executive Director or Chief Executive Officer of the organization submitting the application or his/her designee indicating his or her commitment to the proposed project, as well as the commitment of the agency's Board of Directors or Equivalent Official. See *Attachment 4 (Sample Letter of Commitment from the Executive Director or Chief Executive Officer)* and *Attachment 5 (Sample Letter of Commitment from the Board of Directors or Equivalent Official)*. Complete *Attachment 6 (Application Cover Page)*. Applications should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applicants should pay special attention to *Attachment 7 (Application Checklist)* to ensure that the application package contains all documents and signatures. Applicants should review this attachment before writing, and prior to submitting, the application.



**F) THE NEW YORK STATE DEPARTMENT OF HEALTH AND HEALTH RESEARCH, INC. RESERVE THE RIGHT TO:**

1. Reject any and all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department/HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department or HRI be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State or HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award contracts based on geographic or regional considerations to serve the best interests of the State or HRI.

**G) TERM OF CONTRACT**

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

It is expected that NYS DOH contracts resulting from this RFA will have the following time period: May 1, 2012 through April 30, 2017. Continued funding throughout this project period is contingent upon satisfactory contractor performance and availability of funds.

HRI contracts resulting from this RFA will be for 12-month terms. The anticipated start date of HRI contracts is **May 1, 2012**. However, depending on the funding source, the initial contract term could be for a shorter time period. HRI awards may be renewed for up to four (4) additional annual contract periods based on satisfactory performance and availability of funds.

**H) PAYMENT METHODS & REPORTING REQUIREMENTS**

1. The NYSDOH may, at its discretion, make an advance payment to not-for profit contractors in an amount not to exceed twenty-five (25) percent. Due to requirements of the federal funder, HRI will not make advance payments.
2. The contractor will be required to submit quarterly invoices and required reports of expenditures to the State or HRI designated payment office:

**Bureau of Community Support Services  
New York State Department of Health/AIDS Institute  
90 Church Street, 13<sup>th</sup> Floor  
New York, New York 10007**

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

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Monthly vouchers.

3. The contractor will be required to submit the following periodic reports:
  - o monthly narrative report of program activities
  - o monthly submission of an extract and an aggregate report from the AIDS Institute Reporting System (AIRS) containing all data as specified by the AIDS Institute.

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

**I) VENDOR RESPONSIBILITY**

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire on-line via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request

assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at (866) 370-4672 or (518) 408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should also complete and submit *Attachment 8, Vendor Responsibility Attestation*.

**J) GENERAL SPECIFICATIONS**

1. By signing the "Application Cover Page" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State/HRI, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department/HRI during the Question and Answer Phase (Section IIV-B) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a) The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b) In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department/HRI acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  - c) If, in the judgment of the Department of Health/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State/HRI, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller or HRI, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

**K) APPENDICES INCLUDED IN NEW YORK STATE CONTRACTS**

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

**APPENDIX A** Standard Clauses for New York State Contracts

**APPENDIX A-1** Agency Specific Clauses

**APPENDIX A-2** Program Specific Clauses

**APPENDIX B** Detailed Budget

**APPENDIX C** Payment and Reporting Schedule

**APPENDIX D** Workplan

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

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

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

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

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

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

**APPENDIX F** AIDS Institute Policy/Access to and Disclosure of Personal Health Related Information

**APPENDIX G** Notifications

**L) APPENDICES INCLUDED IN HEALTH RESEARCH, INC. CONTRACTS ONLY**

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

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

**VIII. COMPLETING THE APPLICATION**

**A) APPLICATION FORMAT**

*Applications should conform to the format described below.* Applications **should not exceed fifteen (15) double-spaced pages**, (not including the program summary, budget, and all attachments) **using a 12-pitch type font with one-inch margins on all sides. Pages should be numbered consecutively, including all attachments.** The cover page, program summary, budget and budget justification, and all attachments are *not included* in the fifteen page limitation. Please submit only requested information in attachments and do not add attachments that are not requested. **Failure to follow these guidelines will result in a deduction of up to six (6) points.**

**B) APPLICATION CONTENT**

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

When assembling your application, please refer to the items indicated in sections:

- I.C. Program Expectations,*
- III. B. Applicant Preference Factors, and*
- V. A-I Program Requirements and Guiding Principles.*

An applicant checklist has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application. ***In assembling your application, please follow the outline provided in Attachment 7 (Application Checklist).***

When completing your application, assume the reviewers are unfamiliar with your organization and its programs/services and provide complete detailed responses to the requested information.

**1. PROGRAM SUMMARY**

**Maximum 1 Page  
Not Scored**

Summarize your proposed program and objectives to meet the specific goals of this RFA. Briefly provide an overview of the proposed project including:

- a) purpose of the program;
- b) target population(s) and estimated numbers to be served annually;
- c) program design and proposed services, indicate how PLWH/A will have adequate access to medical treatment and care and other supportive services;
- d) targeted geographic regions and service delivery sites, including the location and region of the primary service delivery site; and
- e) anticipated outcomes.

**2. STATEMENT OF NEED**

**Maximum 2 Pages  
Total 10 Points**

- a) Describe the need for the services proposed in your application, and how the need for these services was determined. Include a description of the target population; the geographic area to be served; the region/borough's high prevalence areas; your service location(s) within the proposed service area; and site accessibility for the targeted population. Include pertinent statistics and sources of data used to demonstrate need. Complete *Attachment 13 (Population Data Form)*.
- b) Describe any special characteristics that should be considered when providing nutrition health education (NHE) and food and meal services to the target population.
- c) Describe other programs in the geographic area that are providing similar services. Indicate the availability of NHE and food and meal services from other federal, State and local sources within the region you are applying for (i.e., food stamps, banks, pantries). Explain why these services do not meet current needs and how the proposed program will address these needs without duplicating existing services.
- d) Describe how the proposed program complements the organization's mission and how the grant request will address legitimate gaps in care without supplanting other resources.

**3. APPLICANT EXPERIENCE AND CAPABILITY  
(There are two parts to this section)**

**Maximum 3 Pages  
Total 20 Points**

**Part #1 – Preference Factors**

**Maximum Sub-Section Score: 8 points**

- i. Describe the agency's experience providing nutrition health education and food and meal services to persons living with HIV/AIDS. **2 points**
- ii. Describe the mechanism the agency will use to ensure program staff confer with a Registered Dietitian on an ongoing and routine basis; and how/from where nutritional assessments and dietary recommendations will be obtained. **1 point**

- iii. Describe the agency's effective culturally, linguistically, and health literacy competent strategies for delivering NHE and food and meals that address the multiple nutritional needs of HIV individuals, including immigrant and migrant populations, communities of color, and diverse gender and sexual identity populations (i.e., lesbian, gay, bisexual, transgender, and questioning).  
**2 points**
- iv. Describe the agency's process for leveraging community resources (i.e., food pantries, soup kitchens, churches, federal and state programs, etc.) to enhance the provision of service delivery, maximize access to nutritional services, and address the multiple nutritional and financial needs of PLWH/A. Describe existing or planned partnerships with other food and nutrition service providers in the region.  
**2 points**
- v. Describe the two years of experience the agency has with the effective administrative, fiscal and programmatic oversight of government contracts. Complete *Attachment 11(Funding History for HIV Services)*.  
**1 point**

**Part #2**

**Maximum Sub- Section Score: 12 points**

- a) Describe the agency, its overall mission and services, length of time services have been provided, and all HIV related services provided to the target population.
- b) Describe the population(s) currently being served by the agency including: age, gender, race/ethnicity, socioeconomic status, immigration status, and other significant appropriate characteristics.
- c) Describe the agency's successes and challenges with the provision of NHE and food and meal services; and the service coordination activities with other regional providers serving the targeted population.
- d) Describe how the proposed program will be integrated with other programs and services within the agency. Attach an organizational chart which delineates the relationship of staff to each other, including the management and supervisory structure for the proposed program. (*The organizational chart is not counted toward the application's page limit*).
- e) Completing *Attachment 16 (Implementation of AIDS Institute Reporting System (AIRS))* is **required** to provide a thorough explanation of the agency's logistics and process for AIRS. In this section provide a brief description of the agency's AIRS implementation strategy, staff position, roles and responsibilities and how data will flow from point of service delivery to entry into AIRS.

**4. PROGRAM DESIGN**

**Maximum 5 Pages  
Total 25 Points**

- a) Describe the design and structure of the proposed program including the following: (i) nutrition health education services/topics to be delivered; (ii) how NHE will be delivered; (iii) location and frequency of NHE; and (iv) how the program design will promote nutritional stability and retention in care and treatment services.
- b) Describe the development and implementation plan for nutrition health education that: 1) promotes client self- management, 2) fosters independent health care behaviors and decision making, and 3) encourages clients to assume responsibility for their health care and lifestyle choices.
- c) For the food and meal service(s) proposed, indicate the geographic area to be served, service site location(s), and hours of operation and accessibility. Describe the mechanisms the agency will use to ensure that clients who receive food and meal services obtain the required NHE. Discuss any anticipated challenges and how they will be addressed. Complete *Attachment 14 (Site, Days, & Hours of Operation)*.
- d) If proposing to offer more than two food and meal services for upstate and Long Island applicants or if proposing to offer more than one food and meal service for New York City applicants, provide a justification based on regional need, the availability of other regional resources for these services, and how providing the additional food and meal services will increase a client's ability to reach a level of independence and self management.
- e) Describe how the agency will ensure cultural, linguistic, and health literacy competency that demonstrates an understanding of the differences that derive from language, culture, race/ethnicity, religion, age and developmental characteristics.
- f) Describe how funded services will be made available to a wide range of clients in the region, including clients not enrolled in the agency. Include the activities to identify and enroll PLWH/A in need of services. Discuss any anticipated challenges and how they will be addressed.
- g) Describe the mechanisms the agency will use to ensure community collaboration activities that enhance and promote adherence with and retention in care and treatment services. Describe how referrals will be tracked and monitored, including confirmation that the service has been received.
- h) Describe how consumers were involved in the development of this application and how consumers will continue to be involved during the implementation and evaluation processes of the nutrition service activities.

**5. STAFFING PLAN AND QUALIFICATIONS**

**Maximum 2 Pages  
Total 15 Points**

- a) Describe how the proposed program will be staffed. Include a brief description with job qualifications and experience required for each position. Indicate who will be directly responsible for the programmatic, fiscal, and management oversight of the proposed program. Complete *Attachment 15 (Agency Capacity Information)* and attach copies of all staff resumes (*resumes do not count toward the application's page limit*).



- b) Describe the racial/ethnic composition of the board of directors, the management staff of the agency, and the program staff that will be implementing the proposed program relative to the population to be served by this initiative. Indicate the staff's level of professional experience with the target population(s). Complete *Attachment 12 (Board of Directors Composition)*.
- c) Describe how program continuity will be maintained when there is a change in the operational environment (e.g. staff turnover, change in project leadership, etc.) to ensure stability over time.
- d) Describe the plan for initial and ongoing staff training and support. Identify the mandatory training that will be required for all staff associated with the program.

**6. EVALUATION AND QUALITY IMPROVEMENT**

**Maximum 2 Pages  
Total 10 Points**

- a) Describe the structure of your agency's Quality Improvement Program. Indicate the staff, including their credentials and experience that will be responsible for the evaluation and quality improvement of the proposed program. Indicate how information will be relayed to the agency's Board of Directors, Executive Management, and program staff.
- b) Describe how your agency will ensure that consumer input is part of the overall service/program and quality improvement and evaluation plan.
- c) Describe the agency's plan for monitoring the effectiveness of each service/activity. Provide specific indicators and measures that will determine whether services are meeting the needs of clients and the goals of the program.
- d) Describe how the agency will incorporate quality improvement activities to make revisions and/or amendments to the program.

**7. BUDGETS AND JUSTIFICATIONS**

**Budget Pages  
Total 20 Points**

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

- a) Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages (*Attachment 17*). The five consecutive years' budgets should be labeled as follows:

Budget Year 1- May 1, 2012 – April 30, 2013  
Budget Year 2- May 1, 2013 – April 30, 2014  
Budget Year 3- May 1, 2014 – April 30, 2015  
Budget Year 4- May 1, 2015 – April 30, 2016  
Budget Year 5- May 1, 2016 – April 30, 2017

- b) The amount requested in each budget year should be reasonable and cost effective, relate directly to the activities described in the application, and be consistent with the scope of services outlined

in the RFA. **For each budget year, do not exceed the maximum annual funding amount for the component for which you are applying.**

- c) For each budget year, a justification for each cost should be submitted in narrative form. The budget narrative should not exceed two-double spaced pages.
- d) The Budget Justifications should delineate how the percentage of staff time devoted to this initiative has been determined. The budgets should also include all subcontracts/consultants with contractual amounts and methodologies.
- e) Attach a copy of the agency's most recent Yearly Independent Audit.
- f) Funding requests must adhere to the following guidelines:
  - Agencies without a federally approved administrative cost rate may not exceed a rate of 10% of total direct costs. Agencies with a federally approved administrative cost rate of greater than or equal to 20% may request up to 20%; agencies with a federally approved administrative cost rate of less than 20% may request their approved rate.
  - ***Funding may only be used to expand existing activities and create new activities pursuant to this RFA. Funds may not be used to supplant funds for currently existing staff and activities.*** Agencies currently funded by the AIDS Institute to provide Nutrition Services to PLWH/A must apply for continuation and/or modification of program services in accordance with the requirements of this RFA.
  - Personnel (i.e., Registered Dietitians or New York State Certified Dietitian Nutritionists) providing nutrition services that are reimbursable to any extent under Medicaid, the HIV Uninsured Program (ADAP), or commercial insurance would be considered ineligible and cannot be included as either a budget line item or subcontract/consultant. **Funding through this RFA can only be used to cover services not reimbursable, to any extent, by any third party payers.**
  - Ineligible budget items will be removed from the budget before the budget is scored. Ineligible items are those items determined by NYSDOH personnel to be inadequately justified in relation to the proposed workplan or not fundable under existing state guidance (OMB circulars). The budget amount requested will be reduced to reflect the removal of the ineligible items.

**C) ATTACHMENTS TO BE SUBMITTED WITH THE APPLICATION**

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

- Letter of Commitment from the Executive Director or Chief Executive Officer (Attachment 4)
- Letter of Commitment from the Board of Directors or Equivalent Official (Attachment 5)
- Application Cover Page (Attachment 6)
- Application Checklist (Attachment 7)
- Vendor Responsibility Attestation (Attachment 8)
- Funding History for HIV Services (Attachment 11)
- Board of Directors Composition (Attachment 12)
- Population Data Form (Attachment 13)
- Site(s), Day(s), and Hours of Operation (Attachment 14)
- Agency Capacity Information (Attachment 15)
- Implementation of AIDS Institute Reporting System (AIRS) (Attachment 16)
- Five (5) sets of Budget Forms and Justifications (Attachment 17)
- Organizational Chart

- Resumes of Key Program Staff
- Most Recent Yearly Independent Audit

## **IX. REVIEW AND AWARD PROCESS**

Applications meeting the eligibility requirements and guidelines set forth above will be reviewed and evaluated competitively by a panel convened by the AIDS Institute using an objective rating system reflective of the required items specified for each component. The AIDS Institute anticipates that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall into one of three categories: 1) approved and funded, 2) approved but not funded, and 3) not approved.

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

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

Applicants serving comparable numbers of clients in more than one region may wish to apply for separate funding for both regions. To do so, a separate application must be submitted for each region. **Applicants may submit no more than two applications in response to this RFA.** If more than two applications are submitted in response to the components of the RFA, the first two applications that are opened will be reviewed and considered for funding. All other applications will be rejected.

If funding for two components is sought, a separate application must be submitted for each component. If one application is submitted for two components, the application will be rejected.

The number of anticipated awards per region, as specified within each Component, will provide coverage of the funded services within available resources. Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. After the minimum number of awards is met in each region, any remaining funding will be awarded to the next highest scoring applicant up to the maximum number of awards for any region in that component.

If there is an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI reserve the right to fund an application scoring in the marginal range (scoring 60-69) from that region. If no marginal application is received from that region, AI and HRI reserve the right to shift funding to another region within the Component, funding the next highest scoring application up to the maximum number of awards per region.

If there is an insufficient number of acceptable (scoring 70 or above) or marginal (scoring 60-69) applications received for a component, the NYSDOH AI and HRI reserve the right to shift funding to the other Component.

In cases in which two or more applicants for funding are judged on the basis of their written applications to be equal in quality, the applicant with the highest score on Section 4- Program Design - will receive the award.

NYS and HRI reserve the right to revise the award amounts and component amounts as necessary due to changes in the availability of funding.

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

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

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

Applicants awarded Ryan White grant funding will be required to follow the guidance detailed in Ryan White Guidance for Part B Contractors (*Attachment 2*).

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

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

**AIDS Institute**  
**HIV/AIDS Nutrition Health Education**  
**And Food and Meal Standards**

**AIDS INSTITUTE  
HIV/AIDS NUTRITION HEALTH  
EDUCATION  
AND  
FOOD AND MEAL STANDARDS**

**NYS DEPARTMENT OF HEALTH  
AIDS INSTITUTE  
DIVISION OF HIV AND HEPATITIS HEALTH CARE  
BUREAU OF COMMUNITY SUPPORT SERVICES  
8/2011**

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## ***APPENDICES***

- Appendix 1. Nutrient Standards for Meals
- Appendix 2. Allowable Foods for Pantry Bags and Food Gift Cards/Vouchers
- Appendix 3. Authorization for Release of Health Information and Confidential HIV Related Information Form
- Appendix 4. Nutrition Health Education and Food and Meal Services Screening Form

## I. PURPOSE AND INTENT

The Nutrition Health Education and Food and Meal Standards describe NYSDOH AIDS Institute expectations and recommendations for providers who provide food and nutritional care for persons living with HIV/AIDS (PLWHA).

HIV/AIDS frequently leads to changes in metabolism and nutritional status, such as unintentional weight loss and changes in body composition. Food insecurity and limited availability of, and access to, nutritionally adequate or safe food is prevalent among the poor. Good nutrition may delay disease progression and a well-nourished PLWHA with a controlled viral load is more likely to withstand the effects of HIV infection. Nutrition Health Education (NHE) and food assistance is recommended for individuals who have HIV disease. Expected outcomes include improved weight management, nutrient intake, treatment adherence, and quality of life.

NHE and food and meal services are to be provided in collaboration with other health care providers and social service organizations. NHE is intended to enhance the knowledge and abilities of clients with HIV/AIDS to choose and prepare healthy safe meals; thereby aiding in the process of preventing and reducing malnutrition and acute and chronic nutritional complications of HIV disease. In addition, the provision of NHE and food and meal services support retention in, and adherence to HIV medical care and treatment.

Food and meal services are intended to prevent and reduce food insecurity/limited access to food, until other community food resources and/or government entitlements are in place. Nutrition-related co-morbidities, such as diabetes, cardiovascular disease, obesity, and hypertension are other nutritional problems that frequently occur among PLWHA that should be addressed by HIV/AIDS nutrition programs.

## II. CLIENT ELIGIBILITY

- To receive NHE services, the index client must have documented proof of being infected with HIV/AIDS; and must have a Registered Dietitian's (RD) completed assessment and dietary recommendations;
- Collaterals are only eligible to receive home delivered meals, congregate meals, pantry bags, and food vouchers if the client is also receiving meals or food; and **MUST** meet the following criteria:
  - be living with the index client;
  - have as their primary purpose the assistance with the direct care of someone with HIV/AIDS; and
  - have as their primary function to enable an infected individual to receive needed medical care or support services
- Documented dependent children under the age of 18 living in the household are eligible to receive home delivered meals, congregate meals, pantry bags, and food vouchers if the client is also receiving meals or food.

Programs should determine and establish timeframes for continuing food and meal services to collaterals. These protocols should be documented in the program's policies and procedures manual.

### III. NUTRITION HEALTH EDUCATION

Nutrition Health Education (NHE), provided by a trained professional Community Nutrition Educator (see section VII. Staffing Qualifications and Responsibilities), improves health outcomes through the identification of nutritional goals and the development of a plan that supports those goals. NHE facilitates the development of skills and dietary strategies that enable PLWH/A to achieve and maintain their health and adhere to their treatment regimens.

The nutrition education intervention should be based on the New York State Expanded Food and Nutrition Education Program (EFNEP) model implemented by Cornell Cooperative Extension, which promotes self-management education programs. Cornell Cooperative utilizes culturally and linguistically competent trained community professionals (Community Nutrition Educators) to provide health and nutrition education in small group sessions.

An educational provider (e.g., Cornell Cooperative) can be utilized to perform the NHE activities required for group education. A formal linkage agreement must be established, and the Community Nutrition Educator remains responsible for meeting all the service requirements of the AIDS Institute NHE and Food and Meal Standards; and for documenting the type and frequency of group educational activities clients participated in.

NHE must be provided to all clients either as an individual or group intervention, and takes into consideration gender, ethnicity and race, co-occurring disorders, and socio-economic situations that impact the nutritional status of clients. NHE should be structured to enhance the knowledge base, health literacy, and self-efficacy of HIV-infected clients in accessing and maintaining HIV medical services and staying healthy. NHE provides the interventions and skill building necessary for reducing food insecurity and ensuring the development of core competencies that support safe healthy food choices. Further, it promotes the acquisition and application of self-management skills needed to achieve optimal health outcomes. Self-management skills development includes teaching independent nutrition behaviors and decision making, and encourages clients to be responsible for their health care and lifestyle choices. Interventions should be provided in the language(s) spoken by the target population.

NHE materials that cover a range of nutritional topics must be made available in the languages spoken by clients and in a format that promotes health literacy. All educational materials that the NHE program plan to develop or purchase using New York State Department of Health AIDS Institute funding, regardless of funding source, must be submitted for review and approval by the AIDS Institute Contractor Educational Materials committee.

NHE curriculum includes, but is not limited to, the following topics:

- Purchasing and preparing, including the cooking of, healthy foods on a budget;
- Food safety strategies/tips when shopping and cooking
- Shopping and cooking workshops incorporating food pantry items or food gift cards/vouchers;
- Improving food intake and the role of fitness/exercise in maintaining health;
- Symptom management strategies (i.e. loss of appetite, nausea, vomiting); and
- Personal strategies to promote healthy nutrition behavior change.

## IV. NUTRITION HEALTH EDUCATION -SERVICE REQUIREMENTS

### SCREENING

See Appendix 4 for the required Nutrition Health Education and Food and Meal Services Screening form to be used for this program.

The purpose of nutrition screening is to identify the nutrition education and food and meal service needs.

The following must be documented for all clients enrolled in the Nutrition Health Education and Food and Meals program:

- client's reasons for participating in the specific service
- what the client hopes to accomplish
- baseline medical information in AIRS:
  - Current HIV primary care provider name and address
  - Date of most recent HIV primary care visit
  - Date of most recent CD4 count and test results
  - Date of most recent Viral Load test and results

A Registered Dietitian's (RD) completed nutrition assessment and dietary recommendations must be attached to the Screening form and included in the client record. The screening and the record will be considered incomplete without this additional documentation.

In addition, all necessary and appropriate *Authorization for Release of Health Information and Confidential HIV Related Information* forms (Appendix 3) need to be completed and signed by the client.

### GROUP NUTRITION HEALTH EDUCATION

For Nutrition Health Education that occurs as a group intervention, the Community Nutrition Educator must develop a plan that contains the following:

- Goals and objectives of the group
- Expected number of individuals to be served
- Frequency and duration of the group
- Topic outline
- How groups will be structured to support client access to care, adherence to treatment and improved medical outcomes

After each group session, the Community Nutrition Educator must record group attendance and complete group progress notes summarizing the session. Using pre and post- tests or other evaluation mechanisms, the degree to which group goals were met must be determined. At end of group services, the Community Nutrition Educator must complete a summary which includes these results.

### **INDIVIDUAL NUTRITION HEALTH EDUCATION**

For Nutrition Health Education that occurs as an individual intervention, the Community Nutrition Educator must develop a plan that contains the following:

- Goals and objectives of the education session
- In what manner education occurred – face to face or telephone
- Frequency and duration of the education session
- Topic outline
- How education session included promoted and supported client access to care, adherence to treatment and improved medical outcomes

After each individual session, the Community Nutrition Educator must document an individual progress note that summarizes the client's participation, progress, accomplishments, further needs and referrals in client's record. Individual NHE should occur face-to-face but may take place over the phone if there is HIV confidentiality, transportation, or security concerns.

For all clients enrolled in the NHE and Food and Meal program, the Community Nutrition Educator must update the client's primary care status in AIRS every six (6) months. This includes: 1) information pertaining to the date of the most recent primary care visit; and 2) date and results of most recent CD4 count and Viral Load test. In addition, a justification for continued NHE and Food and Meal services must be indicated in the client record.

## **V. COMMUNITY COORDINATION ACTIVITIES**

Community coordination activities ensure that PLWH/A are referred to additional resources that address their needs (i.e., case management, primary care, and other food and financial sources), promote general health and wellness, and facilitate adherence to and retention in medical care and treatment. It involves a multidisciplinary care coordination process that encompasses collaborative service provision across all disciplines within the program, facility and community involved in the client's care to achieve optimal outcomes.

Considering the multiple socio-economic factors that contribute to poor nutrition and food insecurity, along with co-morbidities that affect persons living with HIV/AIDS, a continuum of services is essential to meet the multitude of complex and varied needs that present barriers to nutritious food choices and nutritional health. Community coordination activities serve to enhance and promote client adherence with and retention in care and treatment services. Linkages and clearly defined referral agreements focus on specific and appropriate services necessary to remove barriers to care, treatment, and support services for clients. Activities include making and following up on referrals for: 1) food, nutrition, and financial resources (i.e., food stamps, WIC programs, food pantries, soup kitchens, etc.), 2) case management services, and 3) other needed community services.

Another aspect of community coordination is the leveraging of other community resources. Leveraging other community resources are critical for: 1) enhancing the provision of service delivery, 2) maximizing client access to nutritional services, 3) assisting clients to overcome personal or cultural barriers that prevent them from making good nutritional choices, and 4) addressing issues that may compromise their health status.

## VI. COMMUNITY COORDINATION ACTIVITIES- SERVICE REQUIREMENTS

The Community Nutrition Educator should work with the Nutrition Program Assistant, who has the primary responsibility, to connect PLWH/As to support services. The following are required service activities that must be documented in client records:

### DETERMINE CLIENT NEEDS

The Nutrition Program Assistant should be available during all group nutrition education sessions to confer with clients to identify the resources necessary to meet their needs. For clients who do not participate in group education, meetings with clients should be scheduled on a monthly basis. For clients receiving individual nutrition health education via telephone, the Nutrition Program Assistant must also conduct telephone meetings on a monthly basis to ensure that client needs are identified and the appropriate referrals are made.

### IDENTIFICATION OF COMMUNITY RESOURCES

The Nutrition Program Assistant must have knowledge about the various local, State, federal, and community resources available to ensure that appropriate referrals are made to meet client needs. Resources include, but are not limited to:

- Medical Nutrition Therapy programs/practitioners\*;
- Other food services and programs, including government nutrition assistance programs;
- Case Management Services;
- Medical, mental health, substance use treatment;
- Financial and entitlement services; and
- Housing.

The Nutrition Program Assistant should become familiar with the New York State's *Nutrition Outreach and Education Program* (NOEP), the *Food Stamp Program* (FSP), and the federal *Supplemental Nutrition Assistance Program* (SNAP). Information regarding NOEP can be accessed from <http://www.hungersolutionsny.org/index.htm>

### MAKING AND TRACKING REFERRALS

The Nutrition Program Assistant must obtain a completed and client signed *Authorization for Release of Health Information and Confidential HIV Related Information* forms (Appendix 3) before any referrals can be made. For all referrals made, the Nutrition Program Assistant must follow-up to determine the outcome of the referral; and enter this information into AIDS Institute Reporting System (AIRS).

### DOCUMENTATION

The Nutrition Program Assistant must document a progress note that summarizes the client's participation, progress, accomplishments, further needs and referrals in client's record. All referral activities and the outcomes must be included within the client record. Frequency of client contact should be sufficient to make accurate and appropriate determinations of client needs and status.

### **LEVERAGING COMMUNITY RESOURCES**

Programs actively participate in community coordination activities and leverage other community resources that enhance the provision of service delivery, maximize access to nutritional services, and overcome barriers to good nutritional choices.

Programs are expected to coordinate and communicate with other nutritional service providers to help ensure services are provided cost effectively and duplication is avoided. Activities include, but are not limited to:

- Identifying and accessing other community resources, both monetary and material, for HIV nutrition services in the region.
- Developing partnerships that increase access to other community food and meal and financial resources (e.g. food pantries/banks, soup kitchens, churches, and government entitlement programs).
- Developing linkages and clearly defined referral agreements focused on the services needed by the client that remove barriers to care, treatment, and support such as primary medical care, case management, mental health, transportation, and substance abuse services.
- Participation in area task forces, coalitions and other networking and planning bodies.

**\*NOTE:** *Medical Nutrition Therapy (MNT) involves the assessment of the nutritional status of individuals; and the management and monitoring of nutrition-related complications associated with HIV disease through nutrition counseling and diet modification as needed. MNT activities increase the capabilities and skills of persons living with HIV/AIDS to make nutritionally sound decisions; and to support and improve their retention in medical care and treatment.*

## **VII. FOOD AND MEAL SERVICES**

Food and Meal Services assist with improving the nutrition status of the client while they develop the necessary skills to make appropriate food choices that will improve and/or maintain their health status. Nutrient dense, well balanced, and safe meals and food tailored to the specific dietary needs of PLWH/A can assist in maximizing the benefits of medical interventions and care.

The activities of Nutrition Health Education are designed to increase the capabilities and skills of persons living with HIV/AIDS to make nutritionally sound decisions and to support and improve their retention in medical care and treatment. Therefore, the food and meal services should be provided in conjunction with Nutrition Health Education.

The food and meal services include home-delivered meals, congregate meals, pantry bags, and food gift cards/vouchers.

| NUTRIENT CONTENT AND FOOD SAFETY  |   |
|---|---|
| Standard  | Criteria  |
| <p>Meals and pantry bags must meet AI nutrient standards for energy, percentage of total calories from fat, sodium, cholesterol, and fiber (Appendix 1).</p> <p>Meals and pantry bags must provide culturally acceptable foods based on knowledge of the food habits and preferences of the target populations.</p> | <ul style="list-style-type: none"> <li>▪ Foods served should be of appropriate portion sizes, and include fruits and vegetables, whole grain foods, low fat milk products, lean cuts of meat (Appendix 2). Highly processed foods should not be served.</li> </ul> <p><b><u>Recommendation:</u></b></p> <ul style="list-style-type: none"> <li>▪ Programs should develop a mechanism by which a RD reviews, certifies, and performs nutrient analyses for all menus and pantry bags.</li> <li>▪ Meals should be modified for diabetes, weight management, texture, and sodium content as appropriate.</li> </ul>  |
| <p>Meal programs must ensure proper food and water safety measures are in place.</p>  | <ul style="list-style-type: none"> <li>▪ Staff must be certified, licensed, and trained (see section on Certification, Licensing and Training)</li> <li>▪ Meal programs must be inspected and certified by the local or state Department of Health.</li> <li>▪ Foods must be stored and meals prepared in accordance with local and/or state food sanitation codes and maintained at a safe temperature before consumption. Frozen meals must be maintained and transported at <math>\leq 0^{\circ}\text{F}</math>, and hot meals should be served at <math>\geq 140^{\circ}\text{F}</math>. Temperature logs documenting temperatures before and during delivery must be kept.</li> <li>▪ Containers for meals and pantry bags must be disposable or sanitized.</li> </ul> |



| <b>HOME DELIVERED MEALS (hot and/or frozen)</b>   |  |
|---|--|
| <b>Standard</b>   | <b>Criteria</b>  |
| Clients meet eligibility requirements   | <ul style="list-style-type: none"> <li>▪ Essentially homebound and unable to shop or prepare meals due to physical and/or mental challenges and lack a network of family or friends to provide such support.</li> <li>▪ Documentation from the client's medical provider certifying that the client is essentially homebound and has need for home-delivered meals.</li> </ul>   |
| Meals are maintained at a safe temperature during meal delivery.  | <p>Programs must maintain a temperature log that shows that meals are kept at safe temperatures during meal delivery:</p> <ul style="list-style-type: none"> <li>▪ <math>\leq 0^{\circ}</math> F for frozen meals, and <math>\geq 140^{\circ}</math> F for hot meals</li> </ul>  |
| Clients receiving frozen meals must be able to store and reheat the meals.  | <ul style="list-style-type: none"> <li>▪ Programs that deliver frozen meals must assess the client's ability to reheat and/or store meals and give instructions to the client; otherwise, the client should receive hot meals.</li> <li>▪ Meal delivery routes are no longer than two hours in duration; and meals are handed directly to the client for immediate consumption or placed in a refrigerator or freezer upon arrival.</li> </ul> |
| The number of meals offered each client per week.   | There is no minimum number of meals that must be offered but the number should not exceed 14 per week.   |
| Continued need for services   | A redetermination of a client's need to continue receiving home delivered meals must be documented every six months. This includes re-certification from the client's medical provider of the need for home delivered meals.   |
| Home delivered meals should be prepared in-house or procured from a provider who has these facilities and capability. | Programs subcontracting meal preparation through another provider must make certain that proper mechanisms are in place to ensure that quality food is provided and that the meals meet established nutrient and food safety standards   |
| Nutrition Health Education  | <ul style="list-style-type: none"> <li>▪ Nutrition health education must be provided to all clients. Individual education can be offered via telephone but must be tailored to the individual health, dietary, cultural, and social needs, and documented in the client record.</li> <li>▪ The frequency of intervention should be adequate to monitor the nutrition status of the client.</li> </ul>  |
| Home delivered meal programs require a Cook, Food Service Workers, and a Driver(s).                                   | Staff meets the minimum qualifications.  |

| CONGREGATE MEALS  |   |
|---|---|
| Standard  | Criteria  |
| Clients meet eligibility requirements                               | <ul style="list-style-type: none"> <li>▪ Lack kitchen facilities for food preparation and storage, including the homeless and those living in temporary or marginal housing.</li> <li>▪ Client must be unable to shop or prepare meals for themselves due to physical and/or mental challenges, and must lack a network of family or friends to provide such support.</li> </ul>  |
| Meals are maintained at a safe temperature during meal service.     | <ul style="list-style-type: none"> <li>▪ A staff/volunteer with a DOH (county, city or state) food handlers or ServSafe certificate is present during the preparation of meals.</li> <li>▪ Programs must maintain a temperature log that shows that meals are maintained at a safe temperature during meal service: <math>\geq 140^{\circ}</math> F for hot meals</li> </ul>  |
| The number of meals offered each client per week.                   | There is no minimum number of meals that must be offered but the number should not exceed 14 per week.  |
| Continued need for services   | <ul style="list-style-type: none"> <li>▪ A redetermination of a client's need to continue receiving congregate meals must be documented every six months.</li> <li>▪ Clients should be encouraged to reach a level of independence and self-management by accessing and utilizing other community food resources and/or government entitlements to food. These efforts must be documented in the client record.</li> </ul>  |
| Nutrition Health Education  | <ul style="list-style-type: none"> <li>▪ Nutrition health education must be provided to all clients. Individual education can be offered via telephone but must be tailored to the individual health, dietary, cultural, and social needs, and documented in the client record.</li> <li>▪ Meals should be served in a clean, safe, and pleasant community setting; and are an effective means to reach and retain clients who are in need of medical and other care.</li> <li>▪ The frequency of intervention should be adequate to monitor the nutrition status of the client.</li> </ul> <p><b><u>Recommendation</u></b><br/>NHE should be provided before and/or after meals.</p> |
| Congregate meal programs require a Cook(s) and Food Service Workers | Staff meets the minimum qualifications.   |

| FOOD PANTRY BAGS  |  |
|---|--|
| Standard  | Criteria   |
| Clients meet eligibility requirements   | <ul style="list-style-type: none"> <li>▪ Limited access to nutritious and appropriate food items.</li> <li>▪ Clients must have access to kitchen facilities to be able to prepare and store food.</li> </ul>   |
| Food pantry bags must contain only allowable items, nutrition educational materials, sample menus, and recipes. | <ul style="list-style-type: none"> <li>▪ Allowable food items in bags are listed in Appendix 2.</li> <li>▪ Limited additional items necessary for food preparation and clean-up may be included as pantry bag items, e.g. soap to wash hands and cooking utensils.</li> </ul>  |
| The number of meals offered each client per week.   | <ul style="list-style-type: none"> <li>▪ There is no minimum number of meals that must be offered but the number should not exceed 14 per week.</li> <li>▪ Pantry bags for dependent children should contain about half the amount of food as the index client's bag.</li> </ul>   |
| Continued need for services   | <ul style="list-style-type: none"> <li>▪ A redetermination of a client's need to continue receiving food pantry bags must be documented every six months.</li> <li>▪ Clients should be encouraged to reach a level of independence and self-management by accessing and utilizing other community food resources and/or government entitlements to food. These efforts must be documented in the client record.</li> </ul>   |
| Nutrition Health Education  | <ul style="list-style-type: none"> <li>▪ Nutrition health education must be provided to all clients. Individual education can be offered via telephone but must be tailored to the individual health, dietary, cultural, and social needs, and documented in the client record.</li> <li>▪ NHE should incorporate skill building (i.e., food preparation, cooking, shopping, etc.). <ul style="list-style-type: none"> <li>▪ The frequency of intervention should be adequate to monitor the nutrition status of the client.</li> <li>▪ Panty bags may be delivered if there are transportation barriers; however, clients should be encouraged to pick up pantry bags as a way to monitor health and nutrition status.</li> </ul> </li> </ul> |
| Food pantry bag programs require Food Service Workers and/or volunteers   | Staff meets the minimum qualifications.  |


### FOOD GIFT CARDS/VOUCHERS



**Under no circumstances are “gift cards” that can be converted to cash by recipients allowed.**

Food gift cards/vouchers must be issued by an acceptable food vendor and must be clearly marked as coming from that vendor.

| Standard  | Criteria  |
|---|---|
| Clients meet eligibility requirements   | <ul style="list-style-type: none"> <li>▪ Limited access to nutritious and appropriate food items.</li> <li>▪ Clients must be able to shop, and have access to kitchen facilities to be able to prepare and store food.</li> </ul>   |
| Food gift cards/vouchers purchases  | <ul style="list-style-type: none"> <li>▪ Only allowable food items may be purchased with food gift cards/vouchers (Appendix 2). Limited additional items necessary for food preparation and clean-up may be purchased with food gift cards/vouchers, e.g. soap to wash hands and cooking utensils.</li> <li>▪ Food gift cards/vouchers are issued by a certified program food vendor and must be clearly marked as coming from that vendor.</li> <li>▪ No cash is exchanged between the vendor and the client when making food gift card/voucher purchases.</li> <li>▪ Food vendors, e.g. supermarkets and grocery stores are inspected annually by agency staff to ensure that quality food items are available at competitive prices, and that the stores are safe, clean, and accessible.</li> </ul> |
| Systems that ensure only authorized clients redeem food gift cards/vouchers and purchase allowable foods must be established. | <ul style="list-style-type: none"> <li>▪ Receipts are returned and reviewed by the Community Nutrition Educator and/or Nutrition Program Assistant to ensure appropriate food items were purchased before another food gift card/voucher is issued.</li> <li>▪ Policies and procedures are in place to handle non-compliance with and/or abuse of the food gift card/voucher program.</li> </ul>  |
| The number of meals offered each client per week.   | <ul style="list-style-type: none"> <li>▪ There is no minimum number of meals that must be offered but the number should not exceed 14 per week.</li> <li>▪ The recommended value of a food gift card/voucher is \$25 per week.</li> </ul>   |

| FOOD GIFT CARDS/VOUCHERS (continued)   |  |
|--|--|
|  <p><b>Under no circumstances are “gift cards” that can be converted to cash by recipients allowed.</b><br/>Food gift cards/vouchers must be issued by an acceptable food vendor and must be clearly marked as coming from that vendor.</p> |  |
| Standard   | Criteria   |
| Continued need for services  | <ul style="list-style-type: none"> <li>▪ A redetermination of a client’s need to continue receiving food gift cards/vouchers must be documented every six months.</li> <li>▪ Clients should be encouraged to reach a level of independence and self-management by accessing and utilizing other community food resources and/or government entitlements to food. These efforts must be documented in the client record.</li> </ul>   |
| Nutrition Health Education   | <ul style="list-style-type: none"> <li>▪ Nutrition health education must be provided to all clients. Individual education can be offered via telephone but must be tailored to the individual health, dietary, cultural, and social needs, and documented in the client record.</li> <li>▪ NHE should incorporate skill building (i.e., food preparation, cooking, shopping, etc.).</li> <li>▪ The frequency of intervention should be adequate to monitor the nutrition status of the client.</li> <li>▪ Food gift cards/vouchers should be picked up by clients in order to maintain program contact but may be mailed if there is a documented transportation barrier.</li> </ul> |
| Food gift card/voucher programs require a Community Nutrition Educator and/or a Nutrition Program Assistant to review and verify appropriateness of receipts.  | Staff meets the minimum qualifications.  |

## VIII. NHE AND FOOD AND MEAL PROGRAM STAFFING

Minimally, all NHE and Food and Meal programs must have a Community Nutrition Educator and a Nutrition Program Assistant. Food and meal programs require staff appropriate to the type of food and meal service being provided (see Food and Meal section for further information).

It is highly recommended that all NHE and Food and Meal programs have a Program Director or Coordinator familiar with nutrition services to the HIV/AIDS population or other chronic illness who will be responsible for the oversight, coordination, and outcomes of the program.

All NHE and Food and Meal programs should have a mechanism by which staff confer with Registered Dietitians (RD) on an ongoing and routine basis. Assessments and dietary recommendations from RDs are critical to ensuring that clients receive the specific nutrition health education and food and meals appropriate to address their immediate and ongoing nutrition needs.

## IX. STAFFING QUALIFICATIONS AND RESPONSIBILITIES

| Staff Title                         | Minimum Qualifications  | Responsibilities  |
|-------------------------------------|---|---|
| <b>Program Director/Coordinator</b> | <ul style="list-style-type: none"> <li>▪ BA or BS, MA preferred, in a health or human services field;</li> <li>▪ 2-3 years program management and administrative experience;</li> <li>▪ 1-2 years of experience working in the field of HIV/AIDS or other chronic illness;</li> <li>▪ Knowledge/experience with planning and overseeing health education to target population or other chronic illness;</li> <li>▪ Cultural and linguistic competence for the target population.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Provides oversight of the overall operation of the NHE and food and meal program; including data and narrative reporting, and community coordination activities;</li> <li>▪ Supervises the NHE program staff, and ensures nutrition program goals and objectives are being met;</li> <li>▪ Ensures compliance with government food service sanitation/safety requirements; and that nutrition staff has required training and certification;</li> <li>▪ Develops budget and work plan, and works with agency fiscal staff to ensure accurate and timely submission of vouchers;</li> <li>▪ Ensures adherence to AIDS Institute NHE and Food and Meals Standards;</li> <li>▪ Communicates and collaborates with AIDS Institute staff and responds timely and appropriately to all requests;</li> <li>▪ Attends all AIDS Institute required meetings and trainings.</li> </ul> |

| Staff Title                         | Minimum Qualifications  | Responsibilities  |
|-------------------------------------|---|---|
| <b>Community Nutrition Educator</b> | <ul style="list-style-type: none"> <li>▪ BA or BS, MA preferred in Nutrition or related field such as health education or family and consumer sciences</li> <li>▪ 2-3 year experience working in the field of HIV/AIDS or with other chronic illness;</li> <li>▪ 2-3 year experience developing and facilitating nutrition health education;</li> <li>▪ Possess an understanding of community level work and the importance of collaborating with other organizations;</li> <li>▪ Good communication, and writing skills;</li> <li>▪ Cultural and linguistic competence for the target population.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Adheres to AIDS Institute requirements for the provision of Nutrition Health Education;</li> <li>▪ Develops nutrition health education plans that incorporate: goals and objectives, frequency and duration of the sessions, HIV specific health and nutrition topics;</li> <li>▪ Reviews RD assessment and dietary recommendations to determine the food and meal service client receives; and type of health education appropriate to meet needs;</li> <li>▪ Monitors, in conjunction with the Program Director, the appropriateness of the food and meal service provided to the client;</li> <li>▪ Establishes connections and communicates frequently with Medical Nutrition Programs/Practitioners, and RDs; and makes referrals as necessary and appropriate;</li> <li>▪ Completes a NHE and Food and Meal program Screening form which includes the reasons for client participation in the health education session;</li> <li>▪ Maintains client records that document attendance, participation, progress, accomplishments, and additional needs, referrals and goals;</li> <li>▪ Ensures client adherence to NHE and food and meal policies and procedures, follows protocol for food gift card/voucher distribution;</li> <li>▪ Acts as Team Leader with Nutrition Program Assistant to conduct community coordination activities;</li> <li>▪ Communicates and collaborates with AIDS Institute staff and responds timely and appropriately to all requests; and</li> <li>▪ Attends all AIDS Institute required meetings and trainings.</li> </ul> |

| Staff Title                             | Minimum Qualifications  | Responsibilities  |
|---|---|---|
| <b>Nutrition Program Assistant</b>      | <ul style="list-style-type: none"> <li>▪ AA or BA/ BS in health or human services field;</li> <li>▪ 1-2 year experience working in the field of HIV/AIDS or with other chronic illness;</li> <li>▪ Familiarity with the geographic region being served;</li> <li>▪ Good interpersonal, communication, and writing skills.</li> <li>▪ Cultural and linguistic competence for the target population.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Tracks and documents client program participation;</li> <li>▪ Engages in community coordination activities, make and follow- up on referrals for community services, i.e. other food, nutrition, and financial resources;</li> <li>▪ Documents progress notes that summarize client progress, accomplishments, further needs, and referrals.</li> </ul>                                  |
| <b>Cook</b>                             | <ul style="list-style-type: none"> <li>▪ High school diploma or GED;</li> <li>▪ Work experience in food preparation and cooking; and providing bulk meal services;</li> <li>▪ Certification in food protection and safe food handling;</li> <li>▪ Familiarity with the multi – cultural food and dietetic needs of the population.</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Prepares, cooks, and serves food for the meal program;</li> <li>▪ Oversees ordering and food purchasing; the safe preparation of food items; and ensures compliance with all food safety guidelines;</li> <li>▪ Ensures cleanliness of kitchen and working order of kitchen equipment and utensils;</li> <li>▪ Supervises and trains food service workers/kitchen volunteers.</li> </ul> |
| <b>Food Service Workers/ Volunteers</b> | <ul style="list-style-type: none"> <li>▪ Experience providing meal services or working in a food program, as appropriate;</li> <li>▪ Certified in safe food handling.</li> </ul>  | <ul style="list-style-type: none"> <li>▪ Assist with food preparation, serving, packing, and/or distribution.</li> </ul>  |
| <b>Driver for Food Delivery</b>         | <ul style="list-style-type: none"> <li>▪ High school diploma or GED preferred;</li> <li>▪ Valid New York State driver’s license;</li> <li>▪ Familiarity with the geographic region being served;</li> <li>▪ Good interpersonal, communication, and writing skills.</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Deliver home-delivered meals or pantry bags, as appropriate;</li> <li>▪ Responsible for vehicle maintenance and cleanliness;</li> <li>▪ Monitors the temperature of hot and frozen meals during delivery routes;</li> <li>▪ Provides general status reports on clients on delivery route to Community Nutrition Educator and Nutrition Program Assistant.</li> </ul>                     |



## X. PROGRAM OPERATIONS

The following facilitate the optimal operations and functioning of the Nutrition Health Education (NHE) and Food and Meals program. Programs must ensure and document adherence to the guidance areas identified below.

### POLICIES AND PROCEDURES

The agency should recognize and support the NHE and Food and Meal program as an integral part of HIV care.

Program policies and procedures address the following:

- Client eligibility which includes screening clients for eligibility to receive services through other programs (e.g., Medicaid, ADAP);
- HIV confidentiality, food safety, and other appropriate training of nutrition program staff and volunteers;
- Security and confidentiality of client information;
- Documentation of services provided;
- Client rights, consent, responsibilities, grievances, noncompliance, and loss to follow-up;
- Coordination of nutrition and other services with other HIV service providers;
- Processes to facilitate client retention in, and adherence to HIV medical care and treatment;
- Quality management and data reporting; and
- Protocols specific to the NHE and Food and Meal services.

### PROGRAM SAFETY AND ACCESSIBILITY

Services should be provided in settings that ensure the well-being and safety of clients and staff. Facilities should be easily accessible by all, clean, comfortable and free of hazards. Meal programs must ensure proper food and water safety measures are in place.

- Program promotes and practices Universal Precautions.
- Program is Americans with Disabilities Act (ADA) compliant for physical accessibility; and services are accessible to target population.
- Program will develop and enforce a policy to respond to emergencies and crises.
- Program complies with all required federal, state and local inspections/certification, and food safety and sanitation regulations.

| <b>CULTURAL AND LINGUISTIC COMPETENCE AND HEALTH LITERACY</b>  |  |
|--|--|
| <p>Programs should be designed with an understanding of the differences that derive from language, culture, race-ethnicity, religion, age and developmental characteristics.</p> <p>Programs should recognize that clients may participate in one or more subcultures, including those related to gender, income, region or neighborhood, sexual orientation, substance use, homelessness, the deaf and hard of hearing or other disabled populations.</p> | <ul style="list-style-type: none"> <li>▪ Training and educational opportunities for program staff that increase cultural and linguistic competence and strengthen their ability to provide quality services to all PLWHA.</li> <li>▪ Program materials in languages spoken/read by clients and in a format that promotes health literacy.</li> </ul> |

| <b>AIRS DATA REPORTING AND MONTHLY NARRATIVE REPORTS</b>   |  |
|--|--|
| <p>All NHE and food and meal services are reported on a monthly basis using the AIDS Institute Reporting System (AIRS).</p> <p>The AIDS Institute requires the maintenance and reporting of unduplicated client level data, including demographics and service histories. Statistical reports on clients served and other data reflecting program operations must be submitted using AIRS.</p> | <ul style="list-style-type: none"> <li>▪ AIRS data extracts are submitted electronically.</li> <li>▪ Copies of aggregate AIRS reports are submitted with the narrative reports; and annual data is to be submitted in the required AIDS Institute format.</li> <li>▪ NHE and Food and Meal services are to be recorded in the appropriate mapped areas.</li> <li>▪ For each service provided, whether individual or group, the encounter must be recorded in AIRS.</li> <li>▪ All client referrals and referral outcomes are tracked in AIRS.</li> </ul> |
| <p>Monthly narrative reports are required to accompany AIRS data and fiscal vouchers.</p>  | <ul style="list-style-type: none"> <li>▪ Monthly reports must be submitted monthly and adhere to the prescribed format.</li> <li>▪ At a minimum, monthly reports should highlight the progress towards meeting program goals.</li> </ul>   |

| <b>DOCUMENTATION</b>  |   |
|---|---|
| Records for all clients enrolled in the program must be maintained. | <p>Client records contain the following:</p> <ul style="list-style-type: none"> <li>▪ Proof of HIV status</li> <li>▪ Eligibility for food and meal services</li> <li>▪ RD assessments and dietary recommendations</li> <li>▪ Referrals to/from other HIV service providers</li> <li>▪ Progress notes</li> <li>▪ Food and meal service(s)</li> <li>▪ Follow-up activities to address missed meal deliveries and nutrition health education sessions</li> <li>▪ Proof that dependent children receiving food or meals reside with the client</li> </ul> |

| <b>CERTIFICATION, LICENSURE, AND TRAINING</b>  |   |
|--|---|
| <p>Programs must hire qualified staff and ensure that required certification, licensure and training is current.</p> <p>Programs must adhere to and ensure compliance with all federal, state, city, and/or local Departments of Health certifications and licensures required to operate and maintain a food program.</p> | <ul style="list-style-type: none"> <li>▪ Cooks must have up-to-date certification in food protection and safe food service.</li> <li>▪ Food Service Workers must have up-to-date certification in safe food service.</li> <li>▪ All nutrition program staff and volunteers must receive annual HIV confidentiality training.</li> <li>▪ Programs maintain records of licensures, certifications, and inspections granted/conducted by federal, state, city and/or local Departments of Health.</li> </ul> |

| COLLATERALS AND DEPENDENT CHILDREN  |   |
|---|---|
| <p>Collaterals are only eligible to receive food and meal services if the client is also receiving meals or food. Collaterals are not eligible to receive NHE services.</p>   | <p>Collaterals <b>MUST</b> meet the following criteria:</p> <ul style="list-style-type: none"> <li>▪ be living with the index client;</li> <li>▪ have as their primary purpose the assistance with the direct care of someone with HIV/AIDS; and</li> <li>▪ have as their primary function to enable an infected individual to receive needed medical care or support services by removing an identified barrier to care.</li> </ul> <p>Food and meal services for collaterals should be delivered as follows:</p> <ul style="list-style-type: none"> <li>▪ Collaterals do not receive home delivered meals.</li> <li>▪ Collaterals receiving congregate meals must accompany the client to the congregate meal site.</li> <li>▪ Pantry bags for collaterals should contain about half the amount of food as the index client’s bag.</li> <li>▪ Food gift cards/vouchers for collaterals should not exceed \$10 per week</li> </ul> <p>Food and Meal services should be prioritized to serve the index HIV infected client. Therefore, programs must determine and establish timeframes for continuing food and meal services to collaterals. These protocols should be documented in the program’s policies and procedures manual. Other food and nutrition resources, outside of this program, should be explored and accessed for collaterals.</p> |
| <p>Children under the age of 18 living in the client’s household are eligible to receive food and meal services if the client is also receiving meals or food. Dependent children are not eligible to receive NHE services.</p> | <p>Food and meal services for dependent children should be delivered as follows:</p> <ul style="list-style-type: none"> <li>▪ A dependent child receiving congregate meals must accompany the client to the congregate meal site.</li> <li>▪ Pantry bags for dependent children should contain about half the amount of food as the index client’s bag.</li> <li>▪ Food gift cards/vouchers for dependent children should not exceed \$10 per week per child.</li> </ul> <p>Food and Meal services should be prioritized to serve the index HIV infected client. Therefore, programs must determine and establish timeframes for continuing food and meal services to dependent children. These protocols should be documented in the program’s policies and procedures manual.</p> <p>Other available child nutrition resources such as WIC, food stamps, and the federal school breakfast and lunch programs should be accessed. The meal services made available through this Nutrition Initiative are not intended to meet all of the nutritional needs of dependent children.</p>  |

| <b>QUALITY MANAGEMENT</b>  |   |
|--|---|
| Programs must develop and implement a quality management (QM) plan for NHE and Food and Meal Services that monitors and evaluates program processes, quality of care and outcomes. | <p>The QM plan:</p> <ul style="list-style-type: none"> <li>▪ Defines measurable outcomes;</li> <li>▪ Uses data to measure progress toward established benchmarks and program objectives;</li> <li>▪ Guides the continuous quality improvement process;</li> <li>▪ Is reviewed and updated as needed by the agency's quality management team and approved by the Executive Director and NHE and Food and Meal program staff;</li> <li>▪ Includes program objectives, quality management team composition, quality management indicators, and quality improvement methods.</li> </ul> |

| <b>CASE CLOSURES</b>  |  |
|---|--|
| Programs should establish policies and procedures for case closure. | <p>All attempts to contact the client and notifications of case closure must be documented in the client record, including the reason for case closure.</p> <p>Common reasons for case closure include:</p> <ul style="list-style-type: none"> <li>▪ Client is no longer eligible for and/or requires services;</li> <li>▪ Client has successfully been connected to a program that provides comparable services;</li> <li>▪ Client decides to discontinue the service;</li> <li>▪ Client relocated out of the service area;</li> <li>▪ Client is lost to care or does not engage in service;</li> <li>▪ Client is non-adherent to program requirements.</li> <li>▪ Client is deceased.</li> </ul> |

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## APPENDIX 1

### Nutrient Standards for Food and Meals

Food and meal services should ensure adequate energy intake to prevent weight loss, ensure micronutrient intake, decrease cardiovascular risk, and protect bone health. Except for sodium, the 2005 Nutrition Initiative standards for selected nutrients, which are based on Association of Nutrition Services Agencies (ANSA) guidelines for PLWHA, remain in effect as follows:

|               |                                    |
|---------------|------------------------------------|
| Calories      | 800                                |
| Protein       | 15-20% calories                    |
| Carbohydrates | 50-55% calories                    |
| Fat           | <30% calories (<10% saturated fat) |
| Cholesterol   | <100 mg                            |
| Dietary Fiber | 9 g                                |

The above standards are consistent with the Dietary Guidelines for Americans, 2010 released in January 2011. For sodium, the U.S. Guidelines recommend for persons who are 51 or older and for those of any age, who are African American or have hypertension, diabetes, or chronic kidney disease, to reduce daily sodium intake to less than 1,500 mg. With a meal representing about one third of a person's daily food intake, this reduces the sodium recommendation to <500 mg/meal, particularly for the above mentioned groups, who represent about half of the American population.

The Dietary Guidelines for Americans, 2010 also recommend choosing more foods that provide more potassium, fiber, calcium, and vitamin D, which are nutrients of concern in American diets. These foods include vegetables, fruits, whole grains, and milk and milk products. Nutrition Initiative programs will also adhere to these guidelines.

NHE and Food and Meal Programs should refer to the Dietary Guidelines for Americans, 2010 key recommendations when planning menus and food pantry bags, and reviewing food voucher purchases. The Dietary Guidelines for Americans, 2010 is intended for Americans ages 2 years and older who are healthy and for those who are at increased risk of chronic disease.

## APPENDIX 2

### Allowable Foods for Pantry Bags and Food Gift Card/Vouchers

| Whole Grains                      | Refined Grains              |
|-----------------------------------|-----------------------------|
| Brown rice                        | Cornbread *                 |
| Bulgur (cracked wheat)            | Corn tortillas *            |
| Oatmeal                           | Couscous *                  |
| Popcorn                           | Crackers *                  |
| Whole wheat breakfast cereal      | Flour tortillas *           |
| Muesli                            | Grits                       |
| Whole rye bread                   | Noodles *                   |
| Whole wheat bread, buns and rolls | Spaghetti                   |
| Whole wheat crackers              | Macaroni                    |
| Whole wheat pasta                 | Pretzels                    |
| Whole grain cornmeal              | Corn flakes                 |
| Whole wheat tortillas             | White bread, buns and rolls |
|                                   | White rice                  |

\* Some foods are made from a mixture of whole and refined grains.

| Dark Green & Orange Vegetables | Starchy Vegetables & Beans and Peas | Other Vegetables      |
|--------------------------------|-------------------------------------|-----------------------|
| Broccoli                       | Corn                                | Artichokes            |
| Collard greens                 | Green peas                          | Asparagus             |
| Green leafy lettuce            | Lima beans                          | Bean sprouts          |
| Spinach                        | Potatoes                            | Beets                 |
| Turnip greens                  | Black beans                         | Brussels sprouts      |
| Watercress                     | Black-eyed peas                     | Cabbage               |
| Squash                         | White beans                         | Cauliflower           |
| Carrots                        | Tofu (soybean curd)                 | Celery                |
| Pumpkin                        | Split peas                          | Cucumbers             |
| Sweet Potatoes                 | Garbanzo beans (chickpeas)          | Eggplant              |
|                                | Kidney beans                        | Green beans           |
|                                | Lentils                             | Green or red peppers  |
|                                | Pinto beans                         | Mushrooms             |
|                                |                                     | Okra                  |
|                                |                                     | Tomatoes/tomato juice |
|                                |                                     | Turnips               |
|                                |                                     | Zucchini              |

**Not Allowed:** Baked beans; pork and beans; canned beans containing added sugars, fats, meat or oils; items from the salad bar; party trays; herbs, spices, salad dressing; pickled or creamed vegetables; soups, ketchup, relishes, olives; French fries, hash browns, tater tots; vegetables with sauces; vegetables mixed with pasta, rice, or other ingredient; single serving packages; salsa, tomato sauces; stewed or diced tomatoes.



| Melons, Berries & Citrus Foods | Other Fruits     |
|--------------------------------|------------------|
| Cantaloupe                     | Apricots         |
| Honeydew                       | Avocado          |
| Watermelon                     | Bananas          |
| Strawberries                   | Mangoes          |
| Blueberries                    | Apples           |
| Cherries                       | 100% Fruit Juice |
| Raspberries                    | Nectarines       |
| Grapes                         | Prunes           |
| Lemons                         | Peaches          |
| Limes                          | Pears            |
| Oranges                        | Papaya           |
| Tangerines                     | Pineapple        |
| Grapefruit                     | Plums            |
| Raisins                        |                  |

**Not Allowed:** Items from the salad bar, party trays, fruit baskets; fruit/nut mixtures; fruit cocktail, cranberry sauce, pie filling; any fruit with syrup or added sugar; single serving packages

| Milk & Milk-Based Desserts | Cheese & Yogurt |
|----------------------------|-----------------|
| Fat-free milk (skim)       | Cheddar         |
| Low fat milk (1%)          | Mozzarella      |
| Reduced fat milk (2%)      | Swiss           |
| Whole milk                 | Parmesan        |
| Lactose free milk          | Ricotta         |
| Puddings made with milk    | Cottage cheese  |
| Ice cream                  | Yogurt          |

**Not Allowed:** Flavored, organic, or sweetened condensed milk; buttermilk or milk with added calcium; cheese foods, products or spreads; shredded, grated, cubed, string, or stick cheese; flavored, blended, imported, or organic cheese; individually wrapped slices.

| Meats               | Poultry, Eggs, Shell Fish | Fish      |
|---------------------|---------------------------|-----------|
| Beef                | Chicken                   | Catfish   |
| Ham                 | Duck                      | Cod       |
| Lamb                | Turkey                    | Flounder  |
| Pork                | Eggs                      | Haddock   |
| Veal                | Crab                      | Halibut   |
| Lean luncheon meats | Clams                     | Herring   |
| Liver               | Crayfish                  | Mackerel  |
| Giblets             | Lobster                   | Snapper   |
|                     | Octopus                   | Salmon    |
|                     | Mussels                   | Sea bass  |
|                     | Oysters                   | Swordfish |
|                     | Squid (calamari)          | Trout     |
|                     | Scallops                  | Tuna      |
|                     | Shrimp                    | Sardines  |

**Not Allowed:** Jumbo or extra large eggs; organic, reduced cholesterol, cage free/free range, omega-3 eggs; albacore tuna; blueback or red salmon; canned fish with added ingredients or flavors; pouches or individual serving containers.

| Nuts & Seeds         | Vegetable Oils & Fats |
|----------------------|-----------------------|
| Almonds              | Canola oil            |
| Cashews              | Corn oil              |
| Hazelnuts (filberts) | Olive oil             |
| Mixed nuts           | Soybean oil           |
| Peanuts              | Sunflower oil         |
| Peanut butter        | Butter                |
| Pecans               | Lard                  |
| Pistachios           | Shortening            |
| Pumpkin seeds        |                       |
| Sesame seeds         |                       |
| Sunflower seeds      |                       |
| Walnuts              |                       |

**Not Allowed:** Peanut spread, freshly ground or whipped peanut butter; peanut butter mixed with jelly, marshmallow, chocolate or honey; peanut butter with added vitamins and minerals

Any products with added fats, oils, condiments, sugar, artificial sweeteners, and/or salt are not allowed in any food group.

Source: [www.mypyramid.gov](http://www.mypyramid.gov), New York State WIC Program Acceptable Foods Card July 2010, Acceptable Foods List for Vegetables & Fruits Checks - January 2009.

## **APPENDIX 3**

### **Authorization for Release of Health Information and Confidential HIV Related Information form**

The AIDS Institute recently announced to our contractors the availability of the revised “Authorization for Release of Medical Information and Confidential HIV Related Information” (DOH-2557) form and a new form entitled “Authorization for Release of Health Information (Including Alcohol/Drug Treatment and Mental Health Information) and Confidential HIV/AIDS-related Information” (DOH-5032).

#### “Authorization for Release of Medical Information and Confidential HIV Related Information” (DOH-2557, 2/11)

This form was revised and replaces all previous versions of release forms. The form was streamlined and may be used for disclosures to single parties as well as multiple parties. It may be used to allow multiple parties to exchange information among and between themselves or to disclose information to each listed party separately.

#### “Authorization for Release of Health Information (Including Alcohol/Drug Treatment and Mental Health Information) and Confidential HIV/AIDS-related Information” (DOH-5032, 4/11)

This form is new and was created to facilitate sharing of substance use, mental health and HIV/AIDS information. The form is somewhat like the DOH-2557 form, but fulfills a need within facilities in which different teams handle substance use, mental health and HIV/AIDS-related issues. In addition, this form fulfills a need between facilities and providers that care for the same patient. Like the DOH-2557 form, the DOH-5032 form is intended to encourage multiple providers to discuss a single individual’s care among and between themselves to facilitate coordinated and comprehensive treatment. When appropriate, the DOH-5032 form should be used in place of (but not in addition to) the DOH-2557 form.

Both of the above forms can be accessed and printed from the NYSDOH web site at <http://www.health.ny.gov/diseases/aids/forms/informedconsent.htm>

**APPENDIX 4  
NUTRITION HEALTH EDUCATION AND FOOD AND MEAL SERVICES SCREENING  
FORM**

**AIDS Institute/ Bureau of Community Support Services  
NUTRITION HEALTH EDUCATION AND FOOD AND MEAL SERVICES SCREENING FORM**

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

Form Completed  
by: \_\_\_\_\_  
(Name and Title)

**CLIENT INFORMATION**

|             |                  |
|-------------|------------------|
| Name: _____ | Agency ID# _____ |
|-------------|------------------|

|   |   |
|---|---|
| HIV Status( from medical verification): | _____ HIV Positive, Not AIDS            |
|   | _____ HIV Positive, AIDS status unknown |
|   | _____ AIDS                              |

|                                      |              |
|--------------------------------------|--------------|
| Primary Care Physician's Name: _____ | Phone# _____ |
|--------------------------------------|--------------|

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

|                              |                  |            |
|------------------------------|------------------|------------|
| Date of last PCP Visit _____ | CD4 Count _____  | Date _____ |
|                              | Viral Load _____ | Date _____ |

|                                    |              |
|------------------------------------|--------------|
| Registered Dietitian's Name: _____ | Phone# _____ |
|------------------------------------|--------------|

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

|                             |   |
|-----------------------------|---|
| Date of last RD visit _____ | Date of Assessment (copy of assessment must be in client chart) _____ |
|                             | Diet Recommendations _____  |
|                             | _____   |

|  |   |
|--|---|
| <p><b># of Collaterals:</b></p>        | <p>_____ Male    _____ Female</p> <p><b>Note:</b> To be eligible to receive food and meals the collateral must:</p> <ul style="list-style-type: none"> <li>▪ be living with the index client;</li> <li>▪ have as their primary purpose the assistance with the direct care of the client; and</li> <li>▪ have as their primary function to enable an infected individual to receive needed medical care or support services by removing an identified barrier to care.</li> </ul> |
| <p><b># of Dependent Children:</b></p> | <p>_____ Male    _____ Female</p> <p><b>Note:</b> Children eligible to receive food and meals must be under the age of 18 and living in the client’s household.</p>   |

| NUTRITION HEALTH EDUCATION                         |   |            |           |
|--|---|------------|-----------|
| <p><b>Client reason for enrolling in NHE :</b></p> | <p>Managing a food budget</p>   | <p>Yes</p> | <p>No</p> |
|  | <p>Making healthier food choices</p>  | <p>Yes</p> | <p>No</p> |
|  | <p>Food shopping tips/techniques</p>  | <p>Yes</p> | <p>No</p> |
|  | <p>Cooking/preparing healthier meals</p>  | <p>Yes</p> | <p>No</p> |
|  | <p>Increasing physical activity</p>   | <p>Yes</p> | <p>No</p> |
|  | <p>Reading food labels</p>  | <p>Yes</p> | <p>No</p> |
|  | <p>Other (list):</p>  |            |           |
| <p><b>Client enrolled in:</b></p>                  | <p>Group level NHE _____</p> <p>Individual level NHE _____</p> <p>Both Group and Individual _____</p> |            |           |
| <p><b>Barriers/Considerations:</b></p>             | <p>Client’s primary language for speaking: _____</p>  |            |           |
|  | <p>Client’s primary language for reading _____</p>  |            |           |
|  | <p>Low literacy levels</p>  | <p>Yes</p> | <p>No</p> |
|  | <p>Transportation issues _____</p>  |            |           |
|  | <p>Confidentiality issues _____</p>   |            |           |
|  | <p>Other (list):</p>  |            |           |

| FOOD AND MEAL SERVICES  |  |     |     |                                 |
|---|--|-----|-----|---------------------------------|
| <b>Client reason for enrolling in Food and Meal services:</b> | Skipping meals   |     | Yes | No                              |
|   | Lacks kitchen facilities to cook/prepare/store food  |     | Yes | No                              |
|   | Unable to shop for food  |     | Yes | No                              |
|   | Lacks resources to identify healthy food   |     | Yes | No                              |
|   | Other (list):  |     |     |                                 |
| <b>Client enrolled in:</b>                                    | Home Delivered Meals<br><b>Note:</b> Documentation from the client's medical provider certifying that the client is essentially homebound and has need for home-delivered meals is required. | Yes | No  | # of meals provided weekly_____ |
|   | Congregate   | Yes | No  | # of meals provided weekly_____ |
|   | Food Pantry  | Yes | No  | # of meals provided weekly_____ |
|   | Food Gift Cards/Vouchers   | Yes | No  | # of meals provided weekly_____ |

| REFERRALS   |  |  |     |    |
|---|--|--|-----|----|
| <b>Client needs assistance with identifying and referrals to:</b>     | Other food services and programs                 |  | Yes | No |
|   | Medical Nutrition Therapy practitioners/programs |  | Yes | No |
|   | Case Management services                         |  | Yes | No |
|   | Entitlement/financial services                   |  | Yes | No |
|   | Medical, mental health, substance abuse          |  | Yes | No |
|   | Housing  |  | Yes | No |
|   | Other (list)                                     |  |     |    |
| <b>Confidentiality releases have been completed for the following</b> | 1) _____ 2) _____                                |  |     |    |
|   | 3) _____   |  |     |    |
|   | 4) _____   |  |     |    |
|   | Other (list):                                    |  |     |    |



**RYAN WHITE GUIDANCE  
FOR PART B CONTRACTORS**

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

**RYAN WHITE SERVICE CATEGORIES**

The Ryan White law limits the persons eligible for Ryan White services and limits the services that are allowable with Ryan White funds. Activities supported and the use of funds appropriated under the law must be in accordance with legislative intent, federal cost principles, and program-specific policies issued by the federal Health Resources and Services Administration (HRSA). HRSA policy related to Ryan White Parts A and B states that no service will be supported with Ryan White funds unless it falls within the legislatively defined range of services. In addition, the law stipulates that funds will not be used to make payments for any item or service to the extent that payment can reasonably be expected to be made by sources other than Ryan White funds. HRSA policy states that grantees and their contractors must recognize that Ryan White funds are to be considered dollars of last resort and must make reasonable efforts to secure other funding instead of Ryan White funding whenever possible. In conducting program planning, developing contracts, and overseeing programs, you must comply with legislative intent and HRSA policy regarding allowable services and payer of last resort requirements.

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

**CORE SERVICES**

- 1. Outpatient/Ambulatory medical care (health services).** The provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical



subspecialties). Primary medical care for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

- 2. Mental health services for HIV-positive persons.** Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, including individual and group counseling, provided by mental health professionals licensed by the NYS Department of Education and the Board of Regents to practice within the boundaries and scope of their respective profession. This includes Psychiatrists, Psychologists, Psychiatric Nurse Practitioners, Masters prepared Psychiatric Registered Nurses, and Licensed Clinical Social Workers. All mental health services must be provided in accordance with the AIDS Institute Mental Health Standards of Care.
- 3. Medical Nutrition Therapy Services** including nutritional supplements provided by a licensed registered dietitian outside of a primary care visit is an allowable core medical service under the Ryan White HIV/AIDS Program. The provision of food may be provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietitian. Nutritional services and nutritional supplements not provided by a licensed, registered dietitian shall be considered a support service under the Ryan White HIV/AIDS Program. Food not provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietitian also shall be considered a support service.
- 4. Medical case management services (including treatment adherence)** are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments are key components of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the care plan at least every 6 months, as necessary during the enrollment of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication. Medical case management services must be provided by trained professionals who provide a range of client-centered services that result in a coordinated care plan which links clients to medical care, psychosocial, and other services. Medical case management may be provided in a variety of medical settings, including community health centers, County Departments of Health, hospitals, or other Article 28 facilities.

All medical case management services must be provided in accordance with AIDS Institute medical case management standards.

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

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

6. **Case management (non-medical)** includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed support services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does. In accordance with HRSA HAB policy notice 01-01, this includes transitional case management for incarcerated persons as they prepare to exit the correctional system as part of effective discharge planning, or who are in the correctional system for a brief period, which would not include any type of discharge planning. All non-medical case management services must be provided in accordance with AIDS Institute non-medical case management standards.
7. **Child Care Services** are an allowable Ryan White HIV/AIDS Program support service for the children of HIV-positive clients, while the clients attend medical or other appointments or Ryan White HIV/AIDS Program-related meetings, groups or training . More specifically, funds may be used to provide Child Care Services in these instances:
  - a. To support a licensed or registered child care provider to deliver intermittent care that will enable an HIV-positive adult or child to secure needed medical or support services, or to participate in Ryan White HIV/AIDS Program-related activities described above;
  - b. To support informal child care provided by a neighbor, family member, or other person (with the understanding that existing Federal restrictions prohibit giving cash to individuals to pay for these services).

In those cases where funds are allocated for Child Care Services, as described under (b) above, such allocations should be limited and carefully monitored to assure compliance with the prohibition on direct payments to eligible individuals. Such arrangements may also raise liability issues for the funding source which should be carefully weighed in the decision-making process. **NOTE: This does not include child care while a client is at work.**

- 8. Emergency financial** assistance is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available. The decision-makers deliberately and clearly must set priorities and delineate and monitor what part of the overall allocation for emergency assistance is obligated for transportation, food, essential utilities, and/or prescription assistance. Careful monitoring of expenditures within a category of "emergency assistance" is necessary to assure that planned amounts for specific services are being implemented, and to indicate when reallocations may be necessary. In addition, Grantees and planning councils/consortia must develop standard limitations on the provision of Ryan White HIV/AIDS Program funded emergency assistance to eligible individuals/households and mandate their consistent application by all contractors. It is expected that all other sources of funding in the community for emergency assistance will be effectively utilized and that any allocation of Ryan White HIV/AIDS Program funds to these purposes will be the payer-of-last-resort, and for limited amounts, limited use and limited periods of time.
- 9. Food bank/home-delivered meals** - Comprehensive nutritional care by a licensed/registered dietitian including individual assessments and interventions. Food services include the direct provision of meals onsite or home delivered meals. Nutritional planning considers consumers' dietary preferences, including religious and ethnic considerations, along with special medical and dental dietary needs. Home delivered meals should maintain and improve the health and well-being of consumers with HIV/AIDS by providing high calorie, high protein, therapeutically tailored meals and snacks. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. \*See section below regarding use of gift cards.
- 10. Health education/risk reduction** - HIV education and risk reduction services include short term individual and/or group level activities to address medical and/or health related education intended to increase a client's knowledge of and participation in their health care, address secondary HIV prevention, improve health, and decrease the risk of transmission of HIV. Education and risk reduction services should be structured to enhance the knowledge base, health literacy, and self efficacy of HIV-infected persons in accessing and maintaining HIV medical services and staying healthy. Recreational and socialization activities are not included in this category.
- 11. Housing services** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.
- 12. Linguistic services** include interpretation/translation services provided to HIV- infected individuals (including non-English speaking individuals, and those who are deaf or hard

of hearing) for the purpose of ensuring the client's access to medical care and to Ryan White fundable support services that have a direct impact on primary medical care.

- 13. Medical Transportation services** include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services. Funds may be used to provide transportation services for an eligible individual to access HIV-related health services, including services needed to maintain the client in HIV/AIDS medical care. Transportation should be provided through: A contract(s) with a provider(s) of such services; Voucher or token systems, Mileage reimbursement that enables individuals to travel to needed medical or other support services may be supported with Ryan White HIV/AIDS Program funds, but should not in any case exceed the established rates for Federal Programs. Federal Joint Travel Regulations provide further guidance on this subject; Use of volunteer drivers (through programs with insurance and other liability issues specifically addressed); or, Purchase or lease of organizational vehicles for client transportation programs. Note: Grantees must receive prior approval for the purchase of a vehicle. \*See section below regarding use of gift cards.
- 14. Outreach services** are programs that have as their principal purpose identification of people who know their status so that they may become aware of, and may be enrolled in care and treatment services, **NOT** HIV counseling and testing or HIV prevention education. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.
- 15. Psychosocial support services** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups that improve medical outcomes, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.
- 16. Referral for health care/supportive services** is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.
- 17. Rehabilitation services** are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.
- 18. Respite Care** is an allowable support service under the Ryan White HIV/AIDS Program. Funds may be used for periodic respite care in community or home-based settings that includes nonmedical assistance designed to provide care for an HIV infected client in order to relieve the primary caregiver who is responsible for the day-to-day care of an adult or minor living with HIV/AIDS. In those cases where funds are allocated for

home-based respite care such allocations should be carefully monitored to assure compliance with the prohibition on direct payments to eligible individuals. Such arrangements may also raise liability issues for the funding source which should be carefully weighed in the decision-making process.

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

### **Use of gift cards**

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

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

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

To summarize:

#### **Nutrition Initiative:**

Gift cards to grocery stores - Allowable

### **Non-Nutrition Initiative funded programs:**

Gift cards to grocery stores – Not Allowable

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

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

### **Transportation Initiative:**

Gas cards - Allowable

### **Non-Transportation Initiative funded programs:**

Gas cards as incentives – Not Allowable

Gas cards for supporting client transportation to services – Allowable

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

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

1. HIV prevention/risk reduction for HIV-negative or at-risk individuals.
2. Syringe exchange programs.
3. HIV counseling and testing.
4. Employment, vocational rehabilitation, or employment-readiness services.
5. Art, drama, music, dance, or photography therapy.
6. Social, recreational, or entertainment activities. **Federal funds cannot be used to support social, recreational or entertainment activities.** Ryan White funds cannot be used to support amusement, diversion, social activities, or any costs related to such activities, such as tickets to shows, movies or sports events, meals, lodging, transportation, and gratuities. Movie tickets or other tickets cannot be used as incentives. Funds should NOT be used for off-premise social/recreational activities or to pay for a client's gym membership. Ryan White funds cannot support parties, picnics, structured socialization, athletics, etc.
7. Non-client-specific or non-service-specific advocacy activities.
8. Services for incarcerated persons, except transitional case management.
9. Costs associated with operating clinical trials.
10. Funeral, burial, cremation or related expenses.
11. Direct maintenance expense, loan payments, insurance, or license and registration fees associated with a privately owned vehicle.
12. Funds awarded under the Ryan White HIV/AIDS Program may NOT be used to pay local or State personal property taxes (for residential property, private automobiles, or any

- other personal property against which taxes may be levied).
13. Criminal defense or class action suits unrelated to access to services eligible for funding under Ryan White.
  14. Direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service or commodity (e.g., food or transportation), must be used to meet the need for such services. Voucher programs must be administered in a manner which assures that vouchers cannot be used for anything other than the allowable service, that systems are in place to account for disbursed vouchers, and that vouchers are not readily converted to cash.
  15. Inpatient services.
  16. Clothing.
  17. Installation of permanent systems for filtration of all water entering a private residence.
  18. Professional licensure or to meet program licensure requirements.
  19. Broad-scope awareness activities about HIV services which target the general public.
  20. Gift certificates.
  21. **Fund raising.** Federal funds cannot be used for organized fund raising, including financial campaigns, solicitation of gifts and bequests, expenses related to raising capital or contributions, or the costs of meetings or other events related to fund raising or other organizational activities, such as the costs of displays, demonstrations, and exhibits, the cost of meeting rooms, and other special facilities used in conjunction with shows or other special events, and costs of promotional items and memorabilia, including gifts and souvenirs. These costs are unallowable regardless of the purpose for which the funds, gifts or contributions will be used.
  22. Transportation for any purpose other than acquiring medical services or acquiring support services that are linked to medical outcomes associated with HIV clinical status. Transportation for personal errands, such as grocery shopping, other shopping, banking, social/recreational events, restaurants, or family gatherings is not allowed.
  23. Pediatric developmental assessment and early intervention services, defined as the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children.
  24. Permanency planning, defined as the provision of services to help clients or families make decisions about placement and care of minor children after the parents/caregivers are deceased or are no longer able to care for them.
  25. Voter registration activities.
  26. Costs associated with incorporation.
  27. Herbal supplements/herbal medicines.
  28. Massage and related services.
  29. Reiki, Qi Gong, Tai chi and related activities.
  30. Relaxation audio/video tapes.
  31. Yoga, yoga instruction, yoga audio/video tapes, yoga/exercise mats.
  32. Acupuncture services.
  33. Buddy/companion services.
  34. International travel.

35. Construction.
36. Lobbying expenses.
37. Funds may not be used for household appliances, pet foods or other non-essential products.

Contract work plans and duties descriptions of staff supported by Ryan White funds will be reviewed to ensure that they include only those activities that are fundable under the Ryan White law.

### **CLIENT ELIGIBILITY**

The intent of the Ryan White law is to serve HIV-positive persons. Contractors receiving Ryan White funds must have systems in place to ensure and document client eligibility. **Ryan White contractors must document client eligibility immediately upon client enrollment in a Ryan White service.** Client files must include primary documentation of positive HIV serostatus (e.g., lab results or physician statements) or reference to the primary documentation in the form of a certified referral form or a notation that eligibility has been confirmed, including the name of the person/organization verifying eligibility, date, and nature and location of primary documentation. Contractors must be made aware of this requirement, and contract managers must review documentation of client eligibility during monitoring. **NOTE: Also, please see the first paragraph under “Revenue/Payer of Last Resort” regarding the requirement to screen clients for eligibility to receive services through other payers.**

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

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



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

### **TIME AND EFFORT REPORTING**

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

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

### **ADMINISTRATION**

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

Administration includes the following:

- 1. Management and oversight of specific programs funded under Part B:** This includes staff who have agency management responsibility but no direct involvement in the program or the provision of services. This does not include the direct supervision of program/clinical staff. However, management and oversight of the specific Part B program could be a portion of an individual's responsibilities. For example, a program director or project coordinator might have responsibility for indirect management and oversight of the program along with responsibility for the direct provision of services, supervising day-to-day program operations, or direct supervision of staff involved in the provision of services. In such a case, the former would be considered administrative, while the latter would be considered direct program. Titles that might involve management and oversight duties may include: Executive Director, Deputy Executive Director; Program Manager, Program Coordinator, Clinic Manager, etc.

2. **Other types of program support, such as quality assurance, quality control and related activities:** This includes staff whose duties relate to agency-wide quality assurance (e.g., developing agency quality assurance protocols, reviewing a sample of charts to determine the quality of services agency-wide, or participating on an agency's/facility's quality committee). This might not include quality assurance activities related specifically to an HIV program component of an agency; such activities will have to be reviewed on a case-by-case basis. This does not include supervisory quality assurance (e.g., reviewing charts with direct service staff to determine the appropriateness and comprehensiveness of services delivered to the staff person's clients).
3. **Routine contract administration:** This includes proposal, work plan and budget development, receipt and disbursement of contract funds, and preparation of programmatic and financial reports as required by the AIDS Institute.
4. **Audit:** All funds included in the budget's audit line. Please note that under revised federal audit requirements, grantees that expend \$500,000 or more in federal funds must have a single A-133 audit. Federal grantees that spend less than \$500,000 in federal funds annually are prohibited from charging federal funds for single audits. Therefore, only those contractors receiving federal funds of \$500,000 or more may request approval of reimbursement for single audit expenses through their Ryan White contract. However, Ryan White funds may be used to support limited financial review with prior AIDS Institute approval.
5. **Other administrative activities:** This includes fiscal activities, such as accounting, bookkeeping, payroll, etc., and operations responsibilities, such as security, maintenance, etc. Titles that may involve such duties include: Controller, Accounting Manager, Director of Operations, Bookkeeper, Accountant, Payroll Specialist, Finance Coordinator, Maintenance Worker, Security Officer, etc. Some types of insurance are considered program costs (e.g., medical malpractice insurance, insurance for a vehicle used as part of a transportation program), while some are considered administrative (general liability, board insurance).
6. **Indirect:** This includes usual and recognized overhead, including established indirect cost rates. Examples of such costs are rent, utilities, etc. Indirect costs are those shown in the budget's "administrative costs" line.

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

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

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

### **REVENUE/PAYER OF LAST RESORT**

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

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

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

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

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

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

### **I. REVENUE POLICY GOALS**

The AIDS Institute administers funding for HIV, hepatitis C and STD services from the New York State budget, the Centers for Disease Control and Prevention, and the Ryan White HIV/AIDS Treatment Extension Act. Ryan White funding is administered directly by the HIV/AIDS Bureau of the Health Resources and Services Administration (HRSA). Revenue policies vary by funding source. The State revenue policy sets forth core requirements. Ryan White revenue policy builds upon the core requirements, adding federally mandated restrictions.

#### **State Revenue Policy**

The goal of the revenue policy with regard to State funding is to avoid duplication of payment. The AIDS Institute employs a total budget approach in implementing the revenue policy. All grant-funded programs must maximize the revenue available to the program through Medicaid, ADAP Plus, Hepatitis C Assistance Program (HepCAP), and other third-party payers.

#### **Ryan White Revenue Policy**

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

#### **State and Ryan White Revenue Policy**

Both State and Ryan White grantees are required to track the revenue generated by the grant-funded program and to make such revenue available to the program either to enhance HIV, HCV or STD services or to offset other expenses incurred by the contract, which are related to the

specific program. An attestation is signed by the grantee acknowledging agreement with the aforementioned policy. This attestation will be included in the initial and subsequent contract funding applications.

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

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

In New York, mental health services are provided to persons with HIV in Article 28 clinical settings as part of a comprehensive model, which integrates clinical and behavioral services and is consistent with the HRSA Bureau of Primary Health Care model. Mental health services provided in the clinical setting are secondary to the primary HIV diagnosis and include assessment, short-term solution-oriented therapy, and medication management. Patients with serious psychiatric disorders should be referred to specialty mental health programs licensed by the New York State Office of Mental Health.

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

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

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

Mental health services are primarily reimbursed through Medicaid when they are delivered in a facility licensed by the Office of Mental Health (OMH) under Article 31 of the Mental Hygiene Law. Medicaid will pay for services provided in an outpatient setting if it is an OMH certified/licensed or operated program and if those services are listed on the operating certificate of the facility.

OMH licenses programs, not individuals, to provide services. OMH uses a wide band of disciplines to provide services. Staffing patterns are determined by a mix of professional and para-professional staff to adequately serve the client population. Professionals include certified

rehabilitation counselors, registered nurses, social workers, psychologists and psychiatrists. [The staffing requirements for mental health services are listed in OMH's "Operation of Outpatient Programs," 14 NYCRR 587.4(d).] All assessment, treatment planning and treatment must either be provided by licensed professional staff or supervised by such staff when services are provided by para-professionals. All clients must receive psychiatric oversight as evidenced by the review and signature of a psychiatrist on their treatment plans. All professionals must practice within the scope of their license or discipline.

### **Changes to Medicaid Billing Structure – Implementation of Ambulatory Patient Groups (APG)**

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

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

### **Uncovered Services**

Health care for persons living with HIV, HCV or STDs often requires intensive clinical and behavioral interventions. Clinicians must have the time, free from heavy productivity pressures, to provide both clinical and behavioral interventions. In the HIV ambulatory care model, the physician has the primary responsibility for treatment education, adherence monitoring and risk reduction for HIV-positive individuals. It is the expectation that the physician provide these services during a medical visit.

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

- Targeted outreach to bring infected individuals into care;
- Community (non-COBRA) and medical case management (with the exception of the Therapeutic Visit available to Designated AIDS Centers);

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

### **Mobile Medical Units**

Mobile medical units may be operated out of hospitals or community based ambulatory care programs. In addition to providing services that are not part of Medicaid reimbursement rates, such as outreach to bring infected individuals into care and limited case management, mobile outreach programs encounter substantial obstacles in accessing information needed for third-party claims.

Mobile Outreach Units serve hard-to-reach and disenfranchised persons with HIV, HCV and STDs. Revenue-generating opportunities from this venue are typically much more limited than in conventional settings. A high percentage of those served in this setting are inadequately housed, uninsured and often unable to obtain health insurance benefits. In addition, many of the persons who pursue services in this setting wish to maintain their anonymity and are unwilling to provide identifying information and unable to provide vital documentation such as a social security number, birth certificate, etc. Therefore, opportunities to generate revenue either through the Enhanced Medicaid Program or ADAP are extremely limited.

Mobile outreach units by design provide episodic care to persons in need while trying to link their patients to continuous care through conventional care settings such as community health centers and hospital-based clinics. Once engaged at these more conventional settings, assistance is provided for obtaining Medicaid and other health insurance.

### **Revenue Policy**

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

Funding may be used to subsidize the costs of members of the multidisciplinary team who provide services not covered by Medicaid, ADAP Plus and HepCAP (see above). Funding may be used to support a clinician's time for program development and direction, quality improvement, education and training, provision of adherence and risk-reduction services and case conferencing with other members of the multi-disciplinary team.

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

### **III. MONITORING ADHERENCE TO AIDS INSTITUTE REVENUE POLICY**

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

#### **Monitoring Requirements**

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

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

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

#### **Monitoring Core Requirements**

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



**Sample Letter of Interest to Apply**

Date:

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

Re: RFA #11-0002 Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS

Dear Ms. White:

On behalf of \_\_\_\_\_ (Name of organization), we hereby inform you that we are interested in applying for the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written response to questions or amendments to the RFA.

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

Component A: Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS in the Upstate and Long Island Regions

Component B: Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS in the New York City Region

**Service Region(s):** Check the region(s) you are projecting to serve.

**Component A**

- Hudson Valley
- Northeastern New York
- Central New York
- Finger Lakes
- Western New York
- Long Island

**Component B**

- NYC (Manhattan, Queens, Bronx, Brooklyn, Staten Island)

**Attachment 3**  
**(page 2 of 2)**

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

Sincerely,

Name  
Title  
Address  
Email

**SAMPLE**

**LETTER OF COMMITMENT**

**From the Executive Director or Chief Executive Officer**

Date:

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

Dear Ms. White:

This letter certifies that I have reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute, for funding under the solicitation “HIV/AIDS Nutrition Education and Food and Meal Services for Persons Living with HIV/AIDS” (RFA #11-0002).

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

Sincerely,

Executive Director or Chief Executive Officer  
Name or Organization

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

Date:

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

Dear Ms. White:

This letter certifies that the Board of Directors (**or Equivalent Official**) of (**Applicant Organization**) has reviewed and approved the enclosed application to the New York State Department of Health AIDS Institute for funding under the “Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS” RFA #11-0002.

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

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

- Is a registered not-for-profit 501(c)(3) community based organization of a New York State Department of Health licensed Article 28 facility;
- Has experience in the provision of Nutrition Health Education and food and meal services to persons living with HIV/AIDS;
- Has experience serving immigrant and migrant populations, and racial/ethnic communities; and
- Proposes to enroll and provide Nutrition Health Education and Food and Meal Services to a minimum of 25 clients annually.

Sincerely,

Name  
Board of Directors or Equivalent Official  
Applicant Agency Name  
Address

**Application Cover Page**

Component (please check):  Component A  Component B

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

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

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

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

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

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

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

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

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

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

**If applying for Component A, please indicate the Region:**

Hudson Valley  Northeastern New York  Central New York

Finger Lakes  Western New York  Long Island

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

**If applying for Component B, please indicate:**

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

**Attachment 6  
(page 2 of 2)**

Number of clients proposed to be enrolled in Nutrition Health Education \_\_\_\_\_  
and provided Food and Meal Services \_\_\_\_\_

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

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**Signature of Applicant's Executive Director or Chief Executive Officer**

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Date

Name: \_\_\_\_\_  
Printed Name (First, Last) Title

## Application Checklist

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

- Application Cover Page (Attachment 6)
- Application Checklist (Attachment 7)
- Letter of Commitment from Executive Director or Chief Executive Officer (Attachment 4)
- Letter of Commitment from Board of Directors or Equivalent Official (Attachment 5)
- Application Content:

|   |
|---|
| <p><b>Not to exceed 15 pages of double-spaced pages of text:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Program Summary – 1 page</li> <li><input type="checkbox"/> Statement of Need – 2 pages</li> <li><input type="checkbox"/> Applicant Experience and Capability – 3 pages</li> <li><input type="checkbox"/> Program Design – 5 pages</li> <li><input type="checkbox"/> Staffing Plan and Qualifications – 2 pages</li> <li><input type="checkbox"/> Evaluation and Quality Improvement – 2 pages</li> </ul> |
|---|

- |  |
|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Program Summary – 1 page</li> <li><input type="checkbox"/> Statement of Need – 2 pages</li> <li><input type="checkbox"/> Applicant Experience and Capability – 3 pages</li> <li><input type="checkbox"/> Program Design – 5 pages</li> <li><input type="checkbox"/> Staffing Plan and Qualifications – 2 pages</li> <li><input type="checkbox"/> Evaluation and Quality Improvement – 2 pages</li> </ul> |
|--|
- Five Sets of Budget Forms and Justifications (Attachment 17)**
  - Vendor Responsibility Attestation Form (Attachment 8)
  - Funding History for HIV Services (Attachment 11)
  - Board of Directors Composition (Attachment 12)
  - Population Data Form (Attachment 13)
  - Site, Days and Hours of Operation (Attachment 14)
  - Agency Capacity Information (Attachment 15)
  - Implementation of AIDS Institute Reporting System (AIRS) (Attachment 16)
  - Most Recent Yearly Independent Audit
  - Organizational Chart
  - Resumes of Key Program Staff

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

ATTACHMENT 8

## Vendor Responsibility Attestation

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

**Choose one:**

- An on-line 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: \_\_\_\_\_

**Nutrition Health Education and Food and Meal Services for Persons Living with HIV/AIDS  
RFA #11-0002/FAU #1110210345**





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

# GRANT CONTRACT (STANDARD)

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

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

## OTHER APPENDICES

|       |                |   |
|-------|----------------|---|
| _____ | APPENDIX A-2   | Program-Specific Clauses  |
| _____ | APPENDIX E-1   | Proof of Workers' Compensation Coverage   |
| _____ | APPENDIX E-2   | Proof of Disability Insurance Coverage  |
| _____ | APPENDIX H     | Federal Health Insurance Portability and Accountability Act<br>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.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

### III. Terminations

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

### IV. Indemnification

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

### V. Property

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

VI. Safeguards for Services and Confidentiality

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



APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

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

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

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

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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





## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. Progress and Final Reports

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

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

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

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

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

#### I. CORPORATE INFORMATION

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

#### II. SUMMARY STATEMENT

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

#### III. PROGRAM GOALS

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

#### IV. SPECIFIC DELIVERABLES

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

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

## Appendix G

### NOTICES

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

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

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

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

Agency Code 12000  
APPENDIX X

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

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

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

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

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

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

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

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

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

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

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

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

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

-----  
**STATE AGENCY SIGNATURE**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

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

-----  
**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

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

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

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

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

**24. PROCUREMENT LOBBYING.**

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

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

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

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

## APPENDIX A-2

### STANDARD CLAUSES FOR ALL AIDS INSTITUTE CONTRACTS

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

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

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

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

11. All such subcontracts shall contain provisions specifying:

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

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

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

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

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



# 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.

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

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

Under New York State Law HIV-related information can only be given to people you allow to have it by signing a written release. This information may also be released to the following: health providers caring for you or your exposed child; health officials when required by law; insurers to permit payment; persons involved in foster care or adoption; official correctional, probation and parole staff; emergency or health care staff who are accidentally exposed to your blood; or by special court order. Under New York State law, anyone who illegally discloses HIV-related information may be punished by a fine of up to \$5,000 and a jail term of up to one year. However, some re-disclosures of health and/or HIV-related information are not protected under federal law. For more information about HIV confidentiality, call the New York State Department of Health HIV Confidentiality Hotline at 1-800-962-5065; for more information regarding federal privacy protection, call the Office for Civil Rights at 1-800-368-1019. You may also contact the NYS Division of Human Rights at 1-888-392-3644.

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

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

|  |
|--|
| Name and address of facility/person disclosing HIV-related information:<br>_____<br>_____  |
| Name of person whose information will be released: _____   |
| Name and address of person signing this form (if other than above):<br>_____<br>_____  |
| Relationship to person whose information will be released: _____<br>_____  |
| Describe information to be released: _____   |
| Reason for release of information: _____   |
| Time Period During Which Release of Information is Authorized: From: _____ To: _____   |
| Exceptions to the right to revoke consent, if any:<br>_____<br>_____   |
| Description of the consequences, if any, of failing to consent to disclosure upon treatment, payment, enrollment, or eligibility for benefits<br>(Note: Federal privacy regulations may restrict some consequences):<br>_____<br>_____ |

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

---

The law protects you from HIV-related discrimination in housing, employment, health care and other services. For more information, call the New York City Commission on Human Rights at (212) 306-7500 or the NYS Division of Human Rights at 1-888-392-3644.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(SUBJECT OF INFORMATION OR LEGALLY AUTHORIZED REPRESENTATIVE)

If legal representative, indicate relationship to subject:

Print Name \_\_\_\_\_

Client/Patient Number \_\_\_\_\_

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

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

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

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

---

---

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

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---

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

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

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

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---

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

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---

---

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

---

---

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

---

---

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

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---

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(SUBJECT OF INFORMATION OR LEGALLY AUTHORIZED REPRESENTATIVE)

Client/Patient Number \_\_\_\_\_

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

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

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

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

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

- Autorizo la divulgación de (marque lo que corresponda):
- Mi información relacionada con el VIH
  - Mi información de salud no relacionada con el VIH
  - Ambas (información de salud no relacionada con VIH e información relacionada con VIH)

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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---

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

---

---

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

---

---

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

---

---

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

---

---

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

---

---

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

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

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

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

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

Número de cliente/paciente \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Número de cliente/paciente \_\_\_\_\_

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



## Appendix G

### NOTICES

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

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

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

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

**HEALTH RESEARCH, INC.**  
**STANDARD CONTRACT WITH ATTACHMENTS**

**Attachment A**  
**General Terms and Conditions - Health Research Incorporated Contracts**

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

**2. Allowable Costs/Contract Amount -**

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

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

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

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

**3. Administrative, Financial and Audit Regulations –**

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

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

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

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

#### **4. Payments -**

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

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

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

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

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

**5. Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any

termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

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

**7. Amendments/Budget Changes –**

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

**8. Insurance -**

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

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

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

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

General Aggregate - \$2,000,000

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

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

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

c) The insurance in b) above shall:

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

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

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

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

#### **10. Title** -

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

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

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

## **12. Non-Discrimination -**

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

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

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

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

## **14. Site Visits and Reporting Requirements -**

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

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

## **15. Miscellaneous -**

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

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

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

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

mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as

supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

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

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

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

**ATTACHMENT B**  
**PROGRAM SPECIFIC CLAUSES – AIDS INSTITUTE**

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

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

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

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

4. **Confidentiality:**

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

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

## 5. **Evaluation and Service Coordination**

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

## 6. **Publication:**

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

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

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

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

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

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

## Attachment "C"

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

#### I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the HRI/New York State Dept. of Health.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164. Information regarding HIPAA can be found on the web at [www.hhs.gov/ocr/hipaa/](http://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, DOH-2557S or other DOH approved release form) 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.

**Funding History for HIV Services  
(past 3 years)**

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

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

\* If grant has not ended, project final expenditures for the full contract period.

**BOARD OF DIRECTORS/TASK FORCE**

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

Total Number of Board Members: \_\_\_\_\_

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

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

- \_\_\_\_\_ **Persons Living with HIV or AIDS**
- \_\_\_\_\_ **Racial/Ethnic Minorities**
- \_\_\_\_\_ **Gay Men or Lesbians**
- \_\_\_\_\_ **IV Substance User Community**
- \_\_\_\_\_ **Clients**

**Population Data Form**

Attachment 13

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

|  | <u>Current</u> Number Individuals<br>Receiving NHE Services | <u>Proposed</u> Number Individuals<br>To Receive NHE Services |
|--|---|---|
| <b>TOTAL Number of<br/>Individuals</b> |   |   |
| <b>RACE</b>                            |   |   |
| White Non-Hispanic                     |   |   |
| Latino/Hispanic                        |   |   |
| American Indian/Alaskan<br>Native      |   |   |
| Black/Non-Hispanic                     |   |   |
| Asian/Pacific Islander                 |   |   |
| Other                                  |   |   |
| <i>Sub Category Total</i>              |   |   |
| <b>GENDER</b>                          |   |   |
| Female                                 |   |   |
| Male                                   |   |   |
| Transgender                            |   |   |
| <i>Sub Category Total</i>              |   |   |
| <b>AGE</b>                             |   |   |
| 13-19                                  |   |   |
| 20-24                                  |   |   |
| 25-29                                  |   |   |
| 40-49                                  |   |   |
| 50+                                    |   |   |
| <i>Sub Category Total</i>              |   |   |

Each subcategory total must equal the Total number of individuals served and proposed to be served.

**Site(s), Day(s), and Hours of Operation**

Attachment 14

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

| Site Name | Site Address | Days of Operation | Hours of Operation |
|-----------|--------------|-------------------|--------------------|
|           |              |                   |                    |
|           |              |                   |                    |
|           |              |                   |                    |
|           |              |                   |                    |
|           |              |                   |                    |

**Agency Capacity and Staffing Information**

Attachment 15

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

| <b>Area of Responsibility</b>  | <b>Staff and Title of Person (s) Responsible</b> | <b>Qualifications/Licenses/Certifications</b> | <b>Description of Duties Related to this Contract</b> |
|--|--|---|---|
| <b>Program Oversight</b>   |  |   |   |
| <b>Provision of Nutrition Health Education</b>                       |  |   |   |
| <b>Nutrition Program Assistant</b>                                   |  |   |   |
| <b>Food and Meal Oversight</b>                                       |  |   |   |
| <b>Information Systems (include data entry and IT support staff)</b> |  |   |   |
| <b>Quality/Evaluation</b>  |  |   |   |

**Agency Capacity and Staffing Information**

Agency Name \_\_\_\_\_

For all other positions to be funded under this proposal, list their qualifications and duties related to the proposed Nutrition Services project

| <b>Staff and Title of Person (s) Responsible</b> | <b>Qualifications/Licenses/Certifications</b> | <b>Description of Duties Related to the Proposed Project</b> |
|--|---|--|
| <b>Administrative/Fiscal Oversight</b>           |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |

## **AIDS INSTITUTE REPORTING SYSTEM**

Directions: Please respond to all questions directly within the body of this document. There are no page limits for this Attachment.

- (1) Please provide a description of how you propose to implement AIRS. If you are currently using the AIRS system, describe your current implementation strategy.
  
- (2) Detail staff position roles and responsibilities for activities including, but not limited to:
  - (a) system administration
  - (b) data entry
  - (c) quality control
  - (d) AIDS Institute reporting.
  
- (3) Please provide a description of the physical infrastructure used to implement the system which includes the following: network vs. stand-alone set-up.
  - a. If networked, provide a brief description of the network structure, server specifications, connectivity, number of users and physical sites accessing the system.
  - b. If stand-alone, please include desktop specifications.
  
- (4) Describe how data will flow from point of service delivery to entry in AIRS. Use of a flowchart is encouraged.



**INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS**

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

Budget Year 1- May 1, 2012 – April 30, 2013

Budget Year 2- May 1, 2013 – April 30, 2014

Budget Year 3- May 1, 2014 – April 30, 2015

Budget Year 4- May 1, 2015 – April 30, 2016

Budget Year 5- May 1, 2016 – April 30, 2017

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

|                                |  |
|--------------------------------|--|
| <b>Personal Services Total</b> |  |
| <b>Sum of A &amp; B</b>        |  |
| <b>OTPS Total</b>              |  |
| <b>Sum of C through H</b>      |  |

\* If applicable to RFA



## Fringe Benefits and Position Descriptions

**Contractor:**

**Contract Period:**

**Federal ID #:**

If additional space is needed, attach justification on page 1a.

Indicate typical work week. The

Col 3 x Col 4 x Col 5

### FRINGE BENEFITS

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

*Contractor must attach a copy of federally approved rate agreement.*

**YES**

Approved Rate (%) : \_\_\_\_\_

Amount Requested (\$) : \_\_\_\_\_

**NO**

**Complete 2-6 below.**

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

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

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

5. Date of most recently audited financial statements: \_\_\_\_\_

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

6. Requested rate and amount for fringe benefits: \_\_\_\_\_

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

Rate Requested (%) : \_\_\_\_\_

Amount Requested (\$) : \_\_\_\_\_

### POSITION DESCRIPTIONS

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

### Position Descriptions (cont.)

**Contractor:**

**Contract Period:**

**Federal ID #:** If additional positions are provided in this page 1a.

Indicate typical work week for

The

Col 3 x Col 4 x Col 5

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

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

Title:

Contract Duties :

### Subcontracts/Consultants

**Contractor:**

**Contract Period:**

**Federal ID #:** If additional proposals are submitted, please refer to page 1a.

Indicate typical work week for The

Col 3 x Col 4 x Col 5

Show anticipated use of revenue

**SUBCONTRACTS/CONSULTANTS :**

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

Agency/Name

Description of Services

Amount

If additional proposals are submitted, please refer to page 1a.

Indicate typical work week for The

Col 3 x Col 4 x Col 5

Show anticipated use of

**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.

**NEW YORK STATE DEPARTMENT OF HEALTH  
AIDS INSTITUTE**

**REVENUE POLICY FOR HIV PROGRAMS  
SUPPORTED BY STATE OR RYAN WHITE FUNDING**

**I. REVENUE POLICY GOALS**

The AIDS Institute administers funding for HIV services from the New York State budget and the Ryan White HIV/AIDS Treatment Extension Act. Ryan White funding is administered directly by the HIV/AIDS Bureau of the Health Resources and Services Administration (HRSA). Revenue policies vary by funding source. The State revenue policy sets forth core requirements. Ryan White revenue policy builds upon the core requirements, adding federally mandated restrictions.

**State Revenue Policy**

The goal of the revenue policy with regard to State funding is to avoid duplication of payment. The AIDS Institute employs a total budget approach in implementing the revenue policy. All grant-funded programs must maximize the revenue available to the program through Medicaid, ADAP Plus and other third-party payers.

**Ryan White Revenue Policy**

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

**State and Ryan White Revenue Policy**

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

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

Reimbursement for services delivered in licensed health facilities in New York State is based on a medical model. The Medicaid program provides reimbursement for primary care health services delivered by licensed physicians (or their physician assistants) and nurse practitioners. HIV

counseling and testing may be provided by a trained counselor under the supervision of a physician.

In New York, mental health services are provided to persons with HIV in Article 28 clinical settings as part of a comprehensive model, which integrates clinical and behavioral services and is consistent with the HRSA Bureau of Primary Health Care model. Mental health services provided in the clinical setting are secondary to the primary HIV diagnosis and include assessment, short-term solution-oriented therapy, and medication management. Patients with serious psychiatric disorders should be referred to specialty mental health programs licensed by the New York State Office of Mental Health.

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

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

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

Mental health services are primarily reimbursed through Medicaid when they are delivered in a facility licensed by the Office of Mental Health (OMH) under Article 31 of the Mental Hygiene Law. Medicaid will pay for services provided in an outpatient setting if it is an OMH certified/licensed or operated program and if those services are listed on the operating certificate of the facility.

OMH licenses programs, not individuals, to provide services. OMH uses a wide band of disciplines to provide services. Staffing patterns are determined by a mix of professional and para-professional staff to adequately serve the client population. Professionals include certified rehabilitation counselors, registered nurses, social workers, psychologists and psychiatrists. [The staffing requirements for mental health services are listed in OMH’s “Operation of Outpatient Programs,” 14 NYCRR 587.4(d).] All assessment, treatment planning and treatment must either be provided by licensed professional staff or supervised by such staff when services are provided by para-professionals. All clients must receive psychiatric oversight as evidenced by the review and signature of a psychiatrist on their treatment plans. All professionals must practice within the scope of their license or discipline.

Effective December 2008, HIV-related services provided by hospitals (including Designated AIDS Centers and hospitals approved as participants in the HIV Primary Care Medicaid Program) that were formerly billed under the five-tier and the seven-tier rate structures are reimbursed through Medicaid’s Ambulatory Patient Groups (APG)-based system. The only exceptions to this are HIV counseling and testing services and the therapeutic visit, which can continue to be billed as carve-outs from the APG-based system. COBRA case management and AIDS Day Treatment remain separate reimbursable services as well. Any facility that is a FQHC may opt-out of the APG-based

system and continue their current billing practice. Information about the APG-based system can be found at: [http://www.health.state.ny.us/health\\_care/medicaid/rates/apg/index.htm](http://www.health.state.ny.us/health_care/medicaid/rates/apg/index.htm).

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

### **Uncovered Services**

Health care for persons living with HIV requires intensive clinical and behavioral interventions. HIV clinicians must have the time, free from heavy productivity pressures, to provide both clinical and behavioral interventions. In the HIV ambulatory care model, the physician has the primary responsibility for treatment education, adherence monitoring and risk reduction for HIV-positive individuals. It is the expectation that the physician provide these services during a medical visit.

As currently constructed, Medicaid reimbursement does not include payment for the following services commonly needed by persons with HIV. These services are included in the AIDS Institute's ambulatory care model, which is based on a multidisciplinary team approach to care. The services are:

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

### **Mobile Medical Units**

Mobile medical units may be operated out of hospitals or community based ambulatory care programs. In addition to providing services that are not part of Medicaid reimbursement rates, such as outreach to bring HIV-positive individuals into care and limited case management, mobile outreach programs encounter substantial obstacles in accessing information needed for third-party claims.

Mobile Outreach Units serve hard-to-reach and disenfranchised persons with HIV. Revenue-generating opportunities from this venue are typically much more limited than in conventional settings. A high percentage of those served in this setting are inadequately housed, uninsured and often unable to obtain health insurance benefits. In addition, many of the persons who pursue services in this setting wish to maintain their anonymity and are unwilling to provide identifying information and unable to provide vital documentation such as a social security number, birth

certificate, etc. Therefore, opportunities to generate revenue either through the Enhanced Medicaid Program or ADAP are extremely limited.

Mobile outreach units by design provide episodic care to persons in need while trying to link their patients to continuous care through conventional care settings such as community health centers and hospital-based clinics. Once engaged at these more conventional settings, assistance is provided for obtaining Medicaid and other health insurance.

### **Revenue Policy**

The program must meet core revenue requirements regarding the maximization and tracking of third-party revenues and the reallocation of such revenues to the HIV program.

Funding may be used to subsidize the costs of members of the multidisciplinary team who provide services not covered by Medicaid and ADAP Plus (see above). Funding may be used to support a clinician's time for program development and direction, quality improvement, education and training, provision of adherence and risk-reduction services and case conferencing with other members of the multi-disciplinary team.

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

## **III. MONITORING ADHERENCE TO AIDS INSTITUTE REVENUE POLICY**

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

### **Monitoring Requirements**

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

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

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

### **Monitoring Core Requirements**

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