

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

Request for Applications (RFA)
RFA Number: 18483
Internal Program Number: 19-0007
Grants Gateway # DOH-LEGHIV-2021

Legal Services for Individuals and Families to Support Continuity in HIV Care

In order to apply for this RFA, eligible applicants must be prequalified in the New York State Grants Gateway and must submit an application via the New York State Grants Gateway.

Applicants may submit no more than one (1) application in response to this RFA.

KEY DATES

RFA Release Date:	March 4, 2021
Questions Due:	March 18, 2021 by 4:00 PM
Questions, Answers and Updates Posted: (on or about)	April 1, 2021
Applications Due:	April 29, 2021 by 4:00 PM

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I. INTRODUCTION

The New York State Department of Health AIDS Institute (NYSDOH AI), Division of HIV & Hepatitis Health Care, Bureau of Community Support Services and Health Research Inc. (HRI) announce the availability of \$2,514,252 annually in New York State (NYS) and federal funding for five years to provide legal services for individuals and families to support continuity in HIV care.

A. Background/Intent

Comprehensive legal and psychosocial support services for families address social determinants of health and barriers that negatively impact a person's ability to engage and remain adherent to HIV care and treatment. Social determinants of health affect the ability of people living with HIV (PLWH) to seek treatment, care, and support. PLWH and families affected by HIV may face obstacles such as poverty, lack of education, homelessness, stigma, addiction, violence, untreated mental illness, lack of employment opportunities, lack of legal resident status and lack of social support that impact housing, finances, stabilization, relationships, and access to needed medical care, treatment and supportive services. Psychosocial support services help HIV-affected families cope with the emotional needs of living with HIV/AIDS. Incorporating legal services for PLWH and psychosocial support services for families into the patient care continuum can eliminate barriers to care, assist with unresolved legal issues, and enable individuals and families to fully focus on treatment and care to remain healthy. Meeting unmet legal needs through the provision of legal services is one strategy to address disparities in access to care among PLWH, and legal service providers can often address the impact of destabilizing forces that may create barriers to accessing and maintaining regular health care for PLWH.

The intent of this RFA is to provide funding for comprehensive legal services that include counsel and advice on matters such as consumer/finance, education, employment, family, health, housing, income maintenance, individual rights and benefits. Services will include an additional focus on family law issues such as future care and custody, adoption, guardianship, and foster care for dependent children. A comprehensive integrated approach encourages collaborative relationships with medical providers and community-based organizations including those oriented for family services to address barriers to accessing benefits and services that support health and wellness for PLWH and families. All services will focus on proactive identification of legal needs in addition to emergency legal needs such as loss of housing, neglect, or loss of public benefits. Psychosocial support services for families affected by HIV are required on-site, through subcontract, or through a documented Memorandum of Understanding (MOU) to assist with the process for the placement and care of dependent children. Additionally, funded applicants are required to provide community outreach, technical assistance and education on legal and psychosocial support services for HIV-affected individuals and families and community-based health and human service providers.

The services to be funded through this RFA support the NYSDOH AI commitment to ending the AIDS epidemic by reinforcing the priorities of increasing access to and engagement in HIV medical care and treatment to support and sustain viral suppression among PLWH.

On June 29, 2014, Governor Andrew M. Cuomo detailed a three-point plan to move us closer to the end of the AIDS Epidemic in NYS. The goal of the plan is to achieve the first ever decrease in HIV prevalence in NYS.¹

The three-point plan includes:

1. Identifying persons with HIV who remain undiagnosed and linking them to health care;
2. Linking and retaining persons diagnosed with HIV to health care and getting them on anti-HIV therapy to maximize HIV virus suppression so they remain healthy and prevent further transmission; and
3. Providing access to Pre-Exposure Prophylaxis (PrEP) for high-risk persons to keep them HIV negative.

The Ending the Epidemic (ETE) Blueprint (BP) was publicly released on April 29, 2015. This document provides recommendations to support the implementation of the three-point plan. This RFA specifically addresses the following BP recommendations:

- BP 8: Enhance and streamline services to support the non-medical needs of all person with HIV;
- BP16: Ensure access to stable housing;
- BP18: Promote health, housing and human rights for LGBT communities;
- BP19: Institute an integrated comprehensive approach to transgender health care and human rights;
- BP22: Ensure access to care for residents of rural, suburban and other areas of the state; and
- BP30: Increase access to opportunities for employment and employment/vocational services.

The ETE Blueprint is available on the NYSDOH's website at:

www.health.ny.gov/diseases/aids/ending_the_epidemic/docs/blueprint.pdf

Other relevant resources are the National HIV/AIDS Strategy (NHAS) and the New York State Prevention Agenda. The National HIV/AIDS Strategy is a five-year plan that details principles, priorities, and actions to guide our collective national response to the HIV epidemic.²

Information on the National HIV/AIDS Strategy and updates to the strategy through 2020 can be found at: <https://www.aids.gov/federal-resources/national-hiv-aids-strategy/overview/>.

The New York State Prevention Agenda is the blueprint for state and local action to improve the health of New Yorkers in five priority areas and to reduce health disparities for racial, ethnic, disability and low socioeconomic groups, as well as other populations who experience them.³

The New York State Prevention Agenda can be found on the following website:

https://www.health.ny.gov/prevention/prevention_agenda/2019-2024/.

B. Available Funding

Up to \$2,514,252 in state and federal funding is available annually to support programs funded

¹ https://www.health.ny.gov/diseases/aids/ending_the_epidemic/index.htm

² National HIV/AIDS Strategy

³ NYS Prevention Agenda 2019-2024: New York State's Health Improvement Plan

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through this RFA.

Funding will be allocated as stated in the chart below. Annual awards will not exceed \$288,300 for the Hudson Valley, Long Island, and New York City regions and \$196,113 for the Central New York, Finger Lakes, Northeastern New York, and Western New York regions.

NYSDOH Region	Annual Award Amount	Number of Awards
Central New York: Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, and Tompkins Counties	\$196,113	0-1
Finger Lakes: Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, and Yates Counties	\$196,113	0-1
Hudson Valley: Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester Counties	\$288,300	0-1
Long Island: Nassau and Suffolk Counties	\$288,300	0-1
New York City: Boroughs of Bronx, Brooklyn, Manhattan, Queens, and Staten Island	\$288,300	4-8
Northeastern New York: Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington Counties	\$196,113	0-1
Western New York: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, and Wyoming Counties	\$196,113	0-1

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 may submit no more than one (1) application in response to this RFA. If more than one (1) application is submitted in response to this RFA, the first application that is received will be reviewed and considered for funding. All other applications will be rejected.

- Awards will be made to the highest scoring applicants in each region, up to the minimum number of awards indicated for that region. Remaining funding will be awarded to the next highest acceptable scoring applicant(s) from any region until the remaining funding is exhausted or awards have been made to all acceptable scoring applicants.

- If there is an insufficient number of acceptable applications (scoring 70 or above) received from any region, the HRI/NYSDOH AI reserves the right to:
 - Fund an application scoring in the range of 60-69 from a region and/or
 - Apply unawarded funding to the next highest scoring applicant(s) in the New York City Region until the maximum number of awards per region is met.
- If there is an insufficient number of fundable applications in a region, the maximum number of awards may not be met for that region.
- HRI/NYSDOH AI reserves the right to re-solicit any region where there is an insufficient number of fundable applications.
- If funding remains available after the maximum number of acceptable scoring applications is awarded to each region, HRI/NYSDOH AI reserves the right to exceed the maximum number of awards. Remaining funding will be awarded to the next highest acceptable scoring applicant(s) from any region until the remaining funding is exhausted or awards have been made to all acceptable scoring applicants.
- HRI/NYSDOH AI reserves the right to revise the award amounts as necessary due to changes in availability of funding.

Should additional funding become available, HRI/NYSDOH AI may select an organization from the pool of applicants deemed approved, but not funded. If it is determined that the needed expertise/services are not available among these organizations, HRI/NYSDOH AI reserves the right to establish additional competitive solicitations.

Current Contractors: If you choose to not apply for funding, HRI/NYSDOH AI highly recommends notifying your community partners of your intent. This will ensure community members and providers are aware of the discontinuation of the program and services.

II. WHO MAY APPLY

A. Minimum Eligibility Requirements

All applicants must meet the following minimum eligibility requirements:

- Applicant must be prequalified in the New York State Grants Gateway, if not exempt, on the date applications are due;
- Applicant must be a not-for-profit 501c (3) community-based organization that provides legal services or not-for-profit academic institution that provides legal services through a law school clinic;
- Applicant must have at least three (3) years of experience providing comprehensive legal services to individuals living with HIV/AIDS and affected families;
- Applications must provide comprehensive services as defined in Section III.A.1 of this RFA. Applications that center on a single legal issue will not be funded;

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- Applicant must be located in the region in which they are applying; and
- Applicant must submit **Attachment 1 - Statement of Assurances** signed by the Chief Executive Officer (CEO) or Designee to certify the organization meets all criteria listed in the Attachment.

III. PROJECT NARRATIVE/WORK PLAN OUTCOMES

A. Program Model Description

Programs funded through this RFA must provide services as described below and in accordance with Attachment 2 - Legal Services RFA Work Plan. Applicants should describe a comprehensive legal services program model that incorporates psychosocial support services for HIV-affected families either on-site, via a subcontract or through an MOU with a community-based service provider. The applicant should demonstrate that the proposed program model is based on a programmatic assessment of the legal needs of individuals living with HIV/AIDS and HIV-affected families in the targeted region.

1. Comprehensive Legal Services for Individuals and Families Living with HIV/AIDS

Applications should be designed to provide comprehensive individual and family legal services. Applicants should be experienced in the provision of counsel and/or representation in matters such as public benefit programs, confidentiality and medical privacy laws, statutory protections for the rights of the disabled, housing-related needs, debt resolution, and the many other diverse legal issues that arise for persons living with HIV/AIDS. Furthermore, the provision of legal services requires an understanding of HIV/AIDS-specific public benefit programs, medical issues, confidentiality laws as they relate to alcohol and substance treatment laws, Article 27F of the Public Health Law, and HIPAA (Health Insurance Portability and Accountability Act). Applicants also need to be experienced with the many aspects of family law that impact families with dependent children. Legal assistance or representation is often needed to enable people with HIV/AIDS to overcome barriers to care or services, maintain benefits or services, or assert legal rights. Funded applicants are required to provide:

- Comprehensive legal needs assessments of all clients at intake and regular reassessment to identify new legal needs and problems and provide referrals for other identified needs including health care, case management, and other services needed by clients to address barriers preventing acquisition of HIV-related services and care;
- Comprehensive legal services, including legal counsel and advice in such matters as consumer/finance, education, employment, family, health, housing, income maintenance, individual rights, and benefits;
- Family legal services focusing on future care and custody, guardianship, standby guardianship, adoption, and foster care for dependent children;
- Preparation of wills, health care proxies, and living wills;

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- Legal services for transgender persons requiring assistance, such as assistance with documentation issues related to access to care;
- Client education about legal issues and available services as part of the resolution of a legal problem; and
- Provision of outreach, technical assistance, and education to community-based health and human service providers about legal issues and services available for PLWH and families affected by HIV in order to ensure timely and appropriate referrals.

Proposed models should maximize resources for innovative legal services delivery, have effective strategies for reaching priority population(s), and have effective client strategies that proactively identify legal concerns to facilitate the removal of barriers for clients to remain adherent to care. Proposed program models can include:

- Collaborative service models including pro-bono attorney networks, legal or law school clinics and/or
- Scheduled off-site legal services at medical or community-based organizations convenient to clients.

Each proposed program should consider the needs of their community and the resources available through this and other funding sources to determine appropriate staffing models. The staffing structure for all funded programs must include a NYS licensed attorney, who has been admitted to the NYS Bar Association and is permitted to practice in NYS, and who should have experience in family law and working with families, as well as experience with HIV-related legal issues. The staffing structure may include a paralegal that works with the attorney to assist individuals and families in understanding the legal process and options available to them.

All funded legal programs are encouraged to utilize collaborative legal networks. These networks expand capacity, accessibility and increase the quality and quantity of legal services provided using pro-bono attorneys, legal clinics or law school clinics. If applicable, a description should be provided of how legal casework will be managed through subcontract and pro-bono relationships.

2. Psychosocial Support Services for HIV-affected Families

Psychosocial support services should be designed to help HIV-affected families cope with the emotional needs of living with HIV/AIDS. Services are family-centered and should work in conjunction with the proposed program's legal staff to help HIV-positive parents, their dependent children and identified caregivers make care and custody decisions, address transition issues faced by new caregivers and children, and stabilize the newly formed family constellation. A coordinated approach with legal services creates multiple pathways through which families can access services, address a family's

need for stability, and enhance family functioning. Programs are designed to be responsive to the needs of their respective communities, to assist families in understanding the legal process related to future care and custody and inform families of possible options as appropriate for each family. By helping HIV-affected families with these potential barriers, there is a greater likelihood that HIV-positive individuals will be retained in medical care.

These services are designed to be focused, conveniently located for the family which may include home-based service delivery, and short-term in duration. Successful programs will work with families for no more than two years. Services may be provided individually or in a group setting for all members of the HIV-affected family. Families needing longer term mental health or supportive services should be referred to other programs in the community. Funded applicants are required to provide:

- Family needs assessment, service plan development, and coordination of services for both family and individual interventions to assist the family in meeting goals related to care and custody;
- Permanency planning services that include working with HIV-positive parents to identify appropriate caregivers for their dependent children;
- Assistance with disclosure of HIV status that is age and developmentally appropriate;
- Transitional services to stabilize newly blended families following parents' incapacitation or death;
- Grief and bereavement support;
- Referrals to providers of other services needed by the family including case management, domestic violence, partner notification, mental health, transportation and educational services; and
- Outreach, technical assistance and education to HIV-affected families and to case management and community-based health and human service providers about the legal and psychosocial support needs impacting HIV-affected families with dependent children.

Psychosocial support services for HIV-affected families should be provided or supervised by a qualified trained staff person (e.g., master's in Social Work, Counseling or Psychology). If funding is requested to support this position, the percentage of effort to be funded may range from .25 to 1 full-time equivalency (FTE) depending on a programmatic assessment of the needs of HIV-affected families in the targeted region.

Anticipated Outcomes

Funded applicants are expected to achieve the following:

- Increase the number of individuals living with HIV/AIDS and families affected by HIV/AIDS that receive proactive, comprehensive legal assistance to address barriers preventing acquisition of HIV-related services and care;
- Reduce the barriers individuals and families face by identifying legal needs that prevent accessing care or maintaining continuity of care;
- Increase the number of parents, dependent children and caregivers/guardians who receive support to cope with the impact of HIV in the family and stabilize newly blended families;
- Increase the number of individuals and families that have permanency plans including decisions about future custody and care; and
- Increase the number of individuals with HIV and families affected by HIV that are educated about available legal resources including support for families as part of future care and custody planning.

Applicants may subcontract components of the scope of work . For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants that plan to subcontract are expected to state in the application the specific components of the scope of work to be performed through subcontracts. Applicants should note that the lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for the NYSDOH/HRI. All subcontractors should be approved by the Department of Health/HRI.

B. Requirements for the Program

All applicants selected for funding will be required to:

1. Adhere to Health Literacy Universal Precautions (<https://www.ahrq.gov/professionals/quality-patient-safety/quality-resources/tools/literacy-toolkit/index.html>);
2. Demonstrate Cultural and Linguistic Competency. In order to effectively engage clients and provide high-quality services, a meaningful, trusting partnership should be developed between provider and client. Programs should be designed with an understanding of the differences that derive from language, culture, race/ethnicity, religion, age and developmental characteristics.
3. Adhere to all objectives, tasks and performance measures as listed in **Attachment 2 - Legal Services RFA Work Plan.**
4. Develop an evaluation mechanism to monitor performance and achievement of program outcomes. Contractor policies and procedures must include an evaluation plan.
5. Participate in a collaborative process with the NYSDOH AI to assess program outcomes. This will be accomplished by providing monthly narrative reports, conducting continuous quality improvement activities, attending provider calls and participating in in-person

provider meetings. Programs are expected to describe their progress with respect to: 1) program implementation; 2) client recruitment; 3) success in meeting the objectives, tasks and performance measures as listed in **Attachment 2 - Legal Services RFA Work Plan**; 4) significant accomplishments achieved; and 5) barriers encountered and plans to address noted problems.

6. Submit statistical reports on clients served and other data using the AIDS Institute Reporting System (AIRS). Successful applicants must demonstrate the personnel and hardware related capacity to collect and report all required data using AIRS. Details on this software product may be obtained by accessing the following internet address, www.airсны.org.

IV. ADMINISTRATIVE REQUIREMENTS

A. Issuing Agency

This RFA is issued by the NYSDOH AI, Division of HIV and Hepatitis Health Care, Bureau of Community Support Services and Health Research, Inc. 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 to Deborah Hanna via email to:

HIVLegalServices@health.ny.gov

All questions submitted should state “**Legal Services for Individuals and Families to Support Continuity in HIV Care RFA**” in the subject line.

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. **Written questions will be accepted until the date posted on the cover of this RFA.** This includes Minority and Women Owned Business Enterprise (MWBE) questions and questions pertaining to MWBE forms.

Questions of a technical nature can also be addressed in writing at the email address listed above. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

Some helpful links for questions of a technical nature are below. Questions regarding specific opportunities or applications should be directed to the NYSDOH contact listed on the cover of this RFA.

- <https://grantsmanagement.ny.gov/resources-grant-applicants>
- Grants Gateway Videos: <https://grantsmanagement.ny.gov/videos-grant-applicants>

- Grants Gateway Team Email: grantsgateway@its.ny.gov
Phone: 518-474-5595
Hours: Monday thru Friday 8am to 4pm
(Application Completion, Policy, Prequalification and Registration questions)
- Agate Technical Support Help Desk
Phone: 1-800-820-1890
Hours: Monday thru Friday 8am to 8pm
Email: helpdesk@agatesoftware.com
(After hours support w/usernames and lockouts)

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

This RFA has been posted on the NYS Grants Gateway website at: https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx and a link provided on the Department's public website at: <https://www.health.ny.gov/funding/>. The RFA is also posted on HRI's public website at: <http://www.healthresearch.org/funding-opportunities>.

Questions and answers, as well as any updates and/or modifications, will be posted on the Grants Gateway and HRI's website. All such updates will be posted by the date identified on the cover of this RFA.

C. Letter of Intent

Letters of Intent are not a requirement of this RFA.

D. Applicant Conference

An Applicant Conference will not be held for this project.

E. How to File an Application

Applications must be submitted online via the Grants Gateway by the date and time posted on the cover of this RFA. Reference materials and videos are available for Grantees applying to funding opportunities on the NYS Grants Gateway. Please visit the Grants Management website at the following web address: <https://grantsmanagement.ny.gov/> and select the "Apply for a Grant" from the Apply & Manage menu. There is also a more detailed "Grants Gateway: Vendor User Guide" available in the documents section under Training & Guidance; For Grant Applicants on this page as well. Training webinars are also provided by the Grants Gateway Team. Dates and times for webinar instruction can be located at the following web address: <https://grantsmanagement.ny.gov/live-webinars>.

To apply for this opportunity:

1. Log into the [Grants Gateway](#) as either a “Grantee” or “Grantee Contract Signatory”.
2. On the Grants Gateway home page, click the “View Opportunities” button”.
3. Use the search fields to locate an opportunity; search by State agency (NYSDOH) or enter the keywords <Legal Services>.
4. Click on “Search” button to initiate the search.
5. Click on the name of the Grant Opportunity from the search results grid and then select the “APPLY FOR GRANT OPPORTUNITY” button located bottom left of the Main page of the Grant Opportunity.

Once the application is complete, prospective grantees are **strongly encouraged** to submit their applications at least 48 hours prior to the due date and time. This will allow sufficient opportunity for the applicant to obtain assistance and take corrective action should there be a technical issue with the submission process. **Failure to leave adequate time to address issues identified during this process may jeopardize an applicant’s ability to submit their application.** Both NYSDOH and Grants Gateway staff are available to answer applicant’s technical questions and provide technical assistance prior to the application due date and time. Contact information for the Grants Gateway Team is available under Section IV. B. of this RFA.

PLEASE NOTE: Although NYSDOH and the Grants Gateway staff will do their best to address concerns that are identified less than 48 hours prior to the due date and time, there is no guarantee that they will be resolved in time for the application to be submitted and, therefore, considered for funding.

The Grants Gateway will always notify applicants of successful submission. If a prospective grantee does not get a successful submission message assigning their application a unique ID number, it has not successfully submitted an application. During the application process, please pay particular attention to the following:

- Not-for-profit applicants must be prequalified on the due date for this application submission. Be sure to maintain prequalification status between funding opportunities. Three of a not-for-profit’s essential financial documents - the IRS990, Financial Statement and Charities Bureau filing - expire on an annual basis. If these documents are allowed to expire, the not-for-profit’s prequalification status expires as well, and it will not be eligible for State grant funding until its documentation is updated and approved, and prequalified status is reinstated.
- Only individuals with the roles “Grantee Contract Signatory” or “Grantee System Administrator” can submit an application.
- Prior to submission, the system will automatically initiate a global error checking process to protect against incomplete applications. An applicant may need to attend to certain parts of the application prior to being able to submit the application successfully. Be sure to allow time after pressing the submit button to clean up any global errors that may arise. You can also run the global error check at any time in the application process. (see p.68 of the Grants Gateway: Vendor User Guide).

- Grantees should use numbers, letters and underscores when naming their uploaded files. There cannot be any special characters in the uploaded file name. Also be aware of the restriction on file size (10 MB) when uploading documents. Grantees should ensure that any attachments uploaded with their application are not “protected” or “pass-warded” documents.

The following table will provide a snapshot of which roles are allowed to Initiate, Complete, and Submit the Grant Application(s) in the Grants Gateway.

Role	Create and Maintain User Roles	Initiate Application	Complete Application	Submit Application	Only View the Application
Delegated Admin	X				
Grantee		X	X		
Grantee Contract Signatory		X	X	X	
Grantee Payment Signatory		X	X		
Grantee System Administrator		X	X	X	
Grantee View Only					X

PLEASE NOTE: Waiting until the last several days to complete your application online can be dangerous, as you may have technical questions. Beginning the process of applying as soon as possible will produce the best results.

Late applications will not be accepted. **Applications will not be accepted via fax, e-mail, hard copy or hand delivery.**

F. Department of Health’s and HRI’s Reserved Rights

The Department of Health and HRI reserve the right to:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department’s or 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 and HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state and HRI.

G. Term of Contract

Any State contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. Any HRI contract resulting from this RFA will be effective only upon approval by HRI. **Refer to Attachment 17**– General Terms and Conditions – Health Research Incorporated Contracts.

It is expected that NYS contracts resulting from this RFA will have the following multi-year time period: January 1, 2022 – December 31, 2026. Continued funding throughout this period is contingent upon availability of funding and state budget appropriations. NYSDOH also reserves the right to revise the award amount as necessary due to changes in the availability of funding.

A sample New York State Master Contract for Grants can be found in the Forms Menu once an application to this funding opportunity is started.

HRI funded contracts resulting from this RFA will be for 12-month terms. The anticipated start date of HRI contracts is January 1, 2022. 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. HRI reserves the right to revise the award amount as necessary due to changes in the availability

of funding.

H. Payment & Reporting Requirements of Grant Awardees

1. The Department may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed twenty-five (25) percent. Due to requirements of the federal funder, no advance payments will be allowed for HRI contracts resulting from this procurement.
2. For State contracts the grant contractor will be required to submit monthly invoices and required reports of expenditures to the Division of HIV and Hepatitis Health Care's Fiscal Unit at DHHHCfiscal@health.ny.gov.

Grant contractors must provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department, HRI, and the Office of the State Comptroller (OSC). Payment for invoices 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 OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: <http://www.osc.state.ny.us/epay/index.htm>, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363.

CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such claims for reimbursement 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: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work Plan.

3. The funded grant contractor will be required to submit the following periodic reports to the Department of Health at the address above or, if requested by the Department, through the Grants Gateway:
 - A monthly narrative addressing program implementation, barriers and accomplishments.
 - Monthly client service and outcome data through the AIDS Institute Reporting System (AIRS). <http://www.airсны.org/>

For HRI contracts, contractors will be expected to submit voucher claims and reports of expenditures in the manner that HRI requires. Required forms will be provided with the contract

package.

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master Grant Contract. For HRI Contracts, payments and reporting requirements will be detailed in Exhibit “C” of the final contract.

I. Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“NYSDOH”) recognizes its obligation to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of NYSDOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that NYSDOH establish goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority group members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the New York State Department of Health hereby establishes a goal of 30% as follows:

- 1) For Not-for Profit Applicants: Eligible Expenditures include any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under a contract awarded from this solicitation.
- 2) For-Profit and Municipality Applicants: Eligible Expenditures include the value of the budget in total.

The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that NYSDOH may withhold

payment pending receipt of the required MWBE documentation. For guidance on how NYSDOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at:

<https://ny.newnycontracts.com>. The directory is found on this page under “NYS Directory of Certified Firms” and accessed by clicking on the link entitled “Search the Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting an application, a grantee agrees to complete an **MWBE Utilization Plan** as directed in **Attachment 3** of this RFA. NYSDOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, NYSDOH may issue a notice of deficiency. If a notice of deficiency is issued, Grantee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. NYSDOH may disqualify a Grantee as being non-responsive under the following circumstances:

- a) If a Grantee fails to submit a MWBE Utilization Plan;
- b) If a Grantee fails to submit a written remedy to a notice of deficiency;
- c) If a Grantee fails to submit a request for waiver (if applicable); or
- d) If NYSDOH determines that the Grantee has failed to document good-faith efforts to meet the established NYSDOH MWBE participation goals for the procurement.

In addition, successful awardees will be required to certify they have an acceptable Equal Employment Opportunity policy statement.

J. Limits on Administrative Expenses and Executive Compensation

On July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo’s Executive Order #38 and related regulations published by the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds disbursed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>.

K. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: http://www.osc.state.ny.us/vendor_management/forms.htm.

Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

L. Vendor Responsibility Questionnaire

The New York State Department of Health strongly encourages that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. The Vendor Responsibility Questionnaire must be updated and certified every six (6) months. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> 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.

Applicants should complete and submit **Attachment 4** (Vendor Responsibility Attestation). The Attestation is located under Pre-Submission uploads and once completed should be uploaded in the same section.

M. Vendor Prequalification for Not-for-Profits

All not-for-profit vendors subject to prequalification are required to prequalify prior to grant application and execution of contracts.

Pursuant to the New York State Division of Budget Bulletin H-1032, dated July 16, 2014, New York State has instituted key reform initiatives to the grant contract process which requires not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for applications to be evaluated. Information on these initiatives can be found on the [Grants Management Website](#).

Applications received from not-for-profit applicants that have not Registered and are not Prequalified in the Grants Gateway on the application due date listed on the cover of this RFA cannot be evaluated. Such applications will be disqualified from further consideration.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual](#) on the Grants Management Website details

the requirements and an [online tutorial](#) are available to walk users through the process.

1) Register for the Grants Gateway

- On the Grants Management Website, download a copy of the [Registration Form for Administrator](#). A signed, notarized original form must be sent to the NYS Grants Management office at the address provided in the submission instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.

If you have previously registered and do not know your Username, please email grantsgateway@its.ny.gov. If you do not know your Password, please click the [Forgot Password](#) link from the main log in page and follow the prompts.

2) Complete your Prequalification Application

- Log in to the [Grants Gateway](#). **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Application.
- Specific questions about the prequalification process should be referred to your agency representative or to the Grants Gateway Team at grantsgateway@its.ny.gov.

3) Submit Your Prequalification Application

- After completing your Prequalification Application, click the **Submit Document Vault Link** located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this opportunity.

N. General Specifications

1. By submitting the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter included with 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 as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, HRI and the Department 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 and HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State and HRI, the Department and HRI 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 judgement of the State Comptroller, 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.

6. Applicant must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

V. COMPLETING THE APPLICATION

A. Application Format and Content

Please refer to the Grants Gateway: Vendor User Manual for assistance in applying for this procurement through the NYS Grants Gateway. This guide is available on the Grants Management website at: <https://grantsmanagement.ny.gov/vendor-user-manual>. Additional information for applicants is available at: <https://grantsmanagement.ny.gov/resources-grant-applicants>.

Please note: you must use Internet Explorer (11 or higher) or Microsoft Edge to access the Grants Gateway. Using Chrome or Firefox causes errors in the Work Plan section of the application.

Please respond to each of the sections described below when completing the Grants Gateway online application. Your responses comprise your application. Please respond to all items within each section. When responding to the statements and questions, be mindful that application reviewers may not be familiar with the agency and its services. Therefore, answers should be specific, succinct and responsive to the statements and questions as outlined.

All applicants are required to complete and upload **Attachment 5 - Application Cover Page**. Attachment 5 should be submitted via the Grants Gateway in the Pre-Submission Uploads section of the online application.

Application Format

1. Program Abstract	Not Scored	
2. Community and Agency Description	Maximum Score:	20 points
3. Program Design and Implementation	Maximum Score:	60 points
4. Budget and Justification	Maximum Score:	<u>20 points</u>
		100 points

1. Program Abstract **Not Scored**

- 1a) Applicants should provide a program abstract. The abstract will contain a brief summary of the proposed program and the services the applicant intends to provide, including how it will meet the anticipated outcomes of this RFA.

2. Community and Agency Description **Maximum Score: 20 Points**

- 2a) Describe why your organization is qualified to implement the proposed program model.
- 2b) What are the other programs and agencies in the region that are relevant to your proposed program model? Describe how you will work with them without supplanting other resources.
- 2c) Describe how the proposed program will be integrated with other programs and services within the agency. Applicants are required to complete **Attachment 6 - Agency Organizational Chart and Attachment 7 - Program Organizational Chart**. The names of key personnel and proposed program staffing should be included to show how the proposed program will be integrated in the organization. The organizational charts should clearly indicate the relationship of staff to each other, including the management and supervisory structure for the proposed program. This should include subcontractor(s) and/or any MOUs for psychosocial support services for HIV-affected families, if applicable. **Attachments 6 and 7** can be found in the Pre-Submission uploads section of the Grants Gateway online application.
- 2d) Please describe any existing grants your organization receives, including those from the AIDS Institute that are *relevant* to this proposal. Include the results of the program and successes of those grants including any outcome data. Applicants are required to complete **Attachment 8 - Funding History for HIV Legal Services**. **Attachment 8** can be found in the Pre-Submission uploads section of the Grants Gateway online application.

3. Program Design and Implementation **Maximum Score: 60 Points**

- 3a) Describe the design and structure of your proposed legal services program. Describe how clients will move through your program (i.e., outreach, enrollment, service delivery, referral, referral follow-up and case closure).
- i. Include a description of how proposed subcontracts and/or off-site legal clinics will expand regional coverage, quality and/or quantity of services, if applicable.
- 3b) Describe your assessment of the needs of and resources available to HIV-affected families in the targeted region. Based on this assessment, describe why you selected your psychosocial support option (direct, sub-contract, or MOU) for the proposed legal services program.
- 3c) Describe how psychosocial support services for HIV-affected families will be structured in the proposed legal services program. Include what specific services will be provided and how your proposed program will provide services for children, family members and caregivers/guardians. If applicable, upload a copy of the MOU for psychosocial support services for HIV-affected families as **Attachment 9**. **Attachment 9** can be found in the Pre-Submission uploads section of the Grants Gateway online application.
- i. Include a description of how clients and/or families will access services and the necessary procedures to ensure timely referral and follow up of any

needed coordination.

- 3d) Identify any anticipated challenges to your proposed program and how they will be addressed.
- 3e) Identify the service location(s) within the proposed service area. Include the off-site legal service, subcontractors and psychosocial support service locations. Describe how the locations and hours meet the needs of the priority population. Applicants are required to complete **Attachment 10 - Legal Site(s), Address, Day(s) and Hours of Operation**. **Attachment 10** can be found in the Pre-Submission uploads section of the Grants Gateway online application.
- 3f) Provide your service projections in **Attachment 11 - Projection of Clients Served**. **Attachment 11** can be found in the Pre-Submission uploads section of the Grants Gateway online application.
- 3g) Describe proposed staffing for the program, including subcontractor(s), indicating job descriptions, qualifications, and roles and responsibilities for each position. Applicants are required to complete and upload **Attachment 12 - Agency Capacity and Staffing Information**. If proposing in-kind staff to be included in the proposed program, they should be included and identified as such. **Attachment 12** can be found in the Pre-Submission uploads section of the Grants Gateway online application.
- 3h) Describe how your program model will provide services and materials that are culturally competent and stigma free. Include how language, age and developmentally appropriate services will be provided for priority population(s).
- 3i) Describe your outreach, technical assistance and education strategies.
- 3j) Describe the plan for initial and ongoing staff training and support for all proposed program staff. Include subcontractors, if applicable.
- 3k) Describe your organization's quality improvement (QI) and evaluation activities and how changes, based on those activities, will be implemented within the program. Describe how this process will involve subcontractors, if applicable.
- 3l) Describe how data will flow from point of service delivery to entry into AIRS. Include how your organization will collect, analyze and report client-level and programmatic data. Include how data will be collected and entered into AIRS from subcontractor(s), if applicable. Include how data will be reviewed to ensure complete, correct and timely submission for all clients, collaterals and services entered in AIRS.

4. Budgets and Justifications

Total 20 Points

Complete and submit a budget following these instructions:

4a) Applicants are instructed to prepare an annual budget based on the maximum award as listed for the region in which they are applying. The budget for year one (January 1, 2022 – December 31, 2022) must be entered into the Grants Gateway. Refer to **Attachment 13 - Grants Gateway Expenditure Budget Instructions**. All budget lines should be calculated as whole dollar amounts. All costs should be related to the proposed activities, as described in the application narrative and work plan, and should be justified in detail. All costs should be reasonable and cost-effective. Contracts established resulting from the RFA will be cost reimbursable.

i. If the budget includes subcontract/consultant contractual amounts, a separate budget must be included for each subcontractor/consultant with allocation methodologies and how any identified staff positions relate to program implementation. For any item listed under Non-Personal services, include a description of how it is necessary for program implementation. Subcontract budget(s) should be uploaded as **Attachment 14 - Subcontractor Budget(s)**. Attachment 14 can be found in the Pre-Submission uploads section of the Grants Gateway online application.

4b) For staff listed in the Personal services (Salary and Fringe) section of the budget, include a breakdown of the total salary needs for staff. Indicate how the positions relate to program implementation. Applicants are instructed to include a justification for each of the requested FTEs and for the fringe benefits requested. The budget justifications should delineate how the percentage of staff time devoted to this initiative has been determined.

4c) For each item listed under Non-Personal services, describe how it is necessary for program implementation. Non-Personal services include: Contractual, Travel, Equipment, Space/Property & Utilities, Operating Expenses and Other costs.

4d) For the past three (3) years, does your organization's Statement of Activities from your yearly audit show that revenues exceeded expenses or expenses exceeded revenue? If the expenses exceeded revenues, please describe both the cost reduction plan and the deficit reduction plan that will correct this. Please attach the Statement of Activities from your yearly audit for the past three (3) years. The Statement of Activities must show total support and revenue and total expenditures. The **Statement of Activities** for the past three (3) years should be uploaded in the Pre-Submission uploads section of the Grants Gateway online application as **Attachment 15**.

4e) Applicants are required to upload a copy of their agency Time and Effort policy as **Attachment 16** in the Pre-Submission uploads section of the Grants Gateway online application.

4f) Describe the specific internal controls your agency uses to comply with the Federal Uniform Guidance (2 CFR 200).

Legal Services for Individuals and Families to Support Continuity in HIV Care

4g) Funding requests must adhere to the following guidelines:

- An indirect cost rate of up to 10% of modified total direct costs (MTDC) can be requested. If your organization has a federally approved rate, an indirect cost rate of up to 20% of total direct costs can be requested. If your agency has a federally approved rate of less than 20%, the maximum indirect rate that can be requested is the federally 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 NYSDOH AI to provide program services in accordance with the requirements of this RFA must apply for continuation of funding.
- Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those items determined by NYSDOH/HRI to be inadequately justified in relation to the proposed Work Plan or not fundable under existing federal guidance (Uniform Guidance). The budget amount requested will be reduced to reflect the removal of the ineligible items.

5. Work Plan

For the Grants Gateway **Work Plan Project Summary**, applicants are instructed to insert the Project Summary as it is listed in **Attachment 2 - Legal Services RFA Work Plan**. In the Grants Gateway *Work Plan Organizational Capacity* section, applicants are instructed to list this as “not applicable.” Any additional Project Summary or Organizational Capacity entered in these areas will not be considered or scored by reviewers of your application.

Funded applicants will be held to the Objective, Tasks and Performance Measures as listed in the **Attachment 2 - Legal Services RFA Work Plan**. Applicants are not required to enter any Objectives, Tasks or Performance Measures into the Grants Gateway Work Plan.

It is the applicant’s responsibility to ensure that all materials to be included in the application have been properly prepared and submitted. Applications must be submitted via the Grants Gateway by the date and time posted on the cover of this RFA. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

B. Freedom of Information Law

All applications may be disclosed or used by NYSDOH to the extent permitted by law. NYSDOH may disclose an application to any person for the purpose of assisting in evaluating the application or for any other lawful purpose. All applications will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the application that an applicant believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of**

Information Law, must be clearly and specifically designated in the application. If NYSDOH agrees with the proprietary claim, the designated portion of the application will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

C. Review & Award Process

Applications meeting the eligibility requirements and guidelines set forth above will be reviewed and evaluated competitively by a panel convened by the NYSDOH AI using an objective rating system reflective of the required items specified for each component.

The NYSDOH AI anticipates that there may be more worthy applications than can be funded with available resources. Please see Section I. B of the RFA for specific review and award information. Applications will be deemed to fall into one of three categories: 1) approved and funded, 2) not funded, due to limited resources, and 3) not approved. Not funded applications may be awarded should additional funds become available.

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 for Section 3 – Program Design and Implementation will receive the award.

Applications with minor issues (missing information that is not essential to timely review and would not impact review scores) MAY be processed, at the discretion of the State, but all issues need to be resolved prior to time of award. An application with unresolved issues at the time award recommendations are made will be determined to be non-responsive and will be disqualified.

NYSDOH AI and HRI reserve the right to revise the award amounts as necessary due to changes in the availability of 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. NYSDOH AI and HRI reserve the right to review and rescind all subcontracts.

Once an award has been made, applicants may request a debriefing of their application (whether their application was funded or not funded). Please note the debriefing will be limited only to the subject application and will not include any discussion of other applications. Requests must be received no later than fifteen (15) calendar days from date of award or non-award announcement.

To request a debriefing, please send an email to HIVLegalServices@health.ny.gov. In the subject line, please write: *Debriefing Request: Legal Services for Individuals and Families to Support Continuity in HIV Care.*

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/guide/MyWebHelp>. (Section XI. 17.)

VI. ATTACHMENTS

Please note that certain attachments are accessed under the “Pre-Submission Uploads” section of an online application and are not included in the RFA document. In order to access the online application and other required documents such as the attachments, prospective applicants must be registered and logged into the NYS Grants Gateway in the user role of either a “Grantee” or a “Grantee Contract Signatory”.

Attachment 1: Statement of Assurances*

Attachment 2: Legal Services RFA Work Plan**

Attachment 3: MWBE Utilization Plan *

Attachment 4: Vendor Responsibility Attestation*

Attachment 5: Application Cover Page*

Attachment 6: Agency Organizational Chart*

Attachment 7: Program Organizational Chart*

Attachment 8: Funding History for HIV Legal Services*

Attachment 9: Psychosocial Support Services MOU for HIV-affected families, if applicable*

Attachment 10: Legal Site(s), Address, Day(s) and Hours of Operation*

Attachment 11: Projection of Services and Clients*

Attachment 12: Agency Capacity and Staffing Information*

Attachment 13: Grants Gateway Expenditure Budget Instructions **

Attachment 14: Subcontractor Budget(s), if applicable*

Attachment 15: Statement of Activities*

Attachment 16: Organization Time & Effort Policy*

Attachment 17: General Terms and Conditions – Health Research Incorporated Contracts**

*These attachments are located / included in the Pre-Submission Upload section of the Grants Gateway on-line Application.

**These attachments are attached to the RFA and are for applicant information only. These attachments do not need to be completed.

**ATTACHMENT 2 – WORK PLAN
SUMMARY**

PROJECT NAME: Legal Services for Individuals and Families to Support Continuity in HIV Care

CONTRACTOR SFS PAYEE NAME:

CONTRACT PERIOD: From: January 1, 2022

To: December 31, 2026

The purpose of this funded project is to create an innovative legal services program for individuals living with HIV/AIDS, parents living with HIV/AIDS who have custody of dependent children, guardians/caregivers of dependent HIV infected and affected children and HIV positive/affected children at risk of being orphaned due to HIV/AIDS to support continuity in HIV Care. This service model is intended to ensure that individuals living with HIV and families affected by HIV will receive proactive and comprehensive legal assistance. Psychosocial support services are provided in conjunction with legal services to ensure that appropriate care and custody plans are in place and to promote stability for families.

Instructions: For the Grants Gateway **Work Plan Project Summary**, applicants are instructed to insert the Project Summary as it is listed above. In the Grants Gateway **Work Plan Organizational Capacity** section, applicants are instructed to list this as “not applicable.” Any additional Project Summary or Organizational Capacity entered in these areas will not be considered or scored by reviewers of your application.

Funded applicants will be held to the Objective, Tasks and Performance Measures as listed in Attachment 2: Work Plan. Applicants are not required to enter any Objectives, Tasks or Performance Measures into the Grants Gateway Work Plan.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
1. Establish and maintain comprehensive legal services	1.1 Clients needs are assessed, and legal cases are opened appropriately.	1.1.1 100% of clients have an initial intake/assessment to identify legal needs for enrollment in the program.
	1.2 Legal assistance is tailored to a client’s specific needs.	1.2.1 100% of all clients enrolled in the program will have an intake/assessment to identify all legal needs for a client.
		1.2.2 100% of all enrolled clients will have a reassessment every six months to assess status of all open case(s) and to identify any new legal needs.
		1.2.3 A legal case is opened for each legal matter.
	1.3 Legal assistance is provided to support families and promote family stability. Families are referred for psychosocial support services if needed.	1.3.1. 100% of all enrolled families will received referrals for psychosocial support services if needed. Referrals will be documented in case records and entered into AIRS.
1.4 When a legal case is closed, the client receives documentation indicating the final outcomes of the legal matter.	1.4.1. All cases are closed upon completion. 1.4.2. 90% or more of all closed legal cases result in outcomes other than lost to follow- up or case closed after service. 1.4.3 100% of clients who have a case closed	

		will receive outcome documentation.
	1.5 Hire and maintain legal services staff and provide consistent representation by case for enrolled clients.	1.5.1 N/A
	1.6 Document client and legal case activity in AIRS.	1.6.1 Data is entered in AIRS monthly.
OBJECTIVE	TASKS	PERFORMANCE MEASURES
2. Establish and maintain a psychosocial support services program	2.1 An Assessment/Reassessment and written service plan is developed with the client and/or family that includes future care and custody development, disclosure, grief and bereavement and/or transition services for blended families.	2.1.1 100% of enrolled clients and/or families will have an assessment/reassessment and service plan that includes activities related to future care and custody, disclosure, grief and bereavement and/or transition services for blended families, including the identification of any referral needs.
		2.1.2 100% of enrolled clients and/or families will have their service plan reviewed and/or updated every three months or more often if appropriate.
	2.2 Current custodial arrangements and efforts to identify future caregiver(s) are documented.	2.2.1. 100% of enrolled clients and/or families will document efforts to make and/or decisions regarding future care and custody.
	2.3 Services are provided by master's level staff to assist families with future care and custody planning.	2.3.1. Personnel records will include resumes of program staff.

	2.4 Services are provided individually, in a group or in family sessions.	2.4.1. 100% of enrolled clients and/or families will receive individual, group and/or family counseling sessions. 2.4.2 100% of sessions will be documented in AIRS.
	2.5 Families who are unable to achieve psychosocial service plan goals within a two-year period will be assessed to determine unmet service needs and referred appropriately.	2.5.1. 100% of family case closures will include a consultation with a family legal provider to understand and determine the status of their care and custody plan.
	2.6. Document all family members and/or clients and services in AIRS.	2.6.1. Data is entered into AIRS monthly.
OBJECTIVE	TASKS	PERFORMANCE MEASURES
3. Ensure delivery of effective strategies for client and/or family engagement	3.1 All clients will be assessed for unmet service needs and referred appropriately to support access and continuity in HIV care.	3.1.1. A system is established to follow-up on client's missed appointments and outcome of attempts to link or reconnect to services.
	3.2 Referral agreements are established to facilitate service linkages.	3.2.1 Written referral agreements are in place with organizations serving individuals and families living with HIV/AIDS. 3.2.2 100% of all referrals will be documented and have documented follow-up to ensure that the referral was successful.

	3.3 Families will be assessed for unmet service needs and referred appropriately particularly for mental health needs identified during the future care and custody planning process.	3.3.1. 100% of all referrals for families will be documented and have documented follow-up to ensure that the referral was successful.
	3.4 Document all referrals in AIRS.	3.4.1 Data is entered into AIRS monthly.
4. Provide technical assistance, outreach and education	4.1 Outreach is conducted to promote the funded program and all services.	4.1.1 100% of all outreach, education and technical assistance events are documented in AIRS monthly.
	4.2. Technical assistance and education is provided to individuals and families infected/affected by HIV, and to community based health and human service providers about legal issues and/or options that impact clients and families living with HIV.	4.2.1 100% of all outreach, education and technical assistance events are documented in AIRS monthly.
5: Flexibility in programming for directing resources effectively	5.1 Flexibility in programming is necessary to ensure that resources are effectively directed to the populations and communities most in need.	5.1.1 N/A
	5.2 Contract activities & deliverables may be modified at any point in this contract upon direction of the AIDS Institute to address emerging needs or disparities, emerging HIV/STI/HCV epidemiologic patterns, or to accommodate advances in best practice.	5.2.1 Aid with non-workplan public health issues if/when they arise.

	5.3 Assist with other priority public health issues if/when they arise (e.g., local STI case increases, outbreaks, emergency situations, etc.). The contract manager must approve non-workplan work.	5.3.1 Aid with non-workplan public health issues if/when they arise.
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Grants Gateway Expenditure Budget Instructions – Attachment 13

This guidance document is intended to help applicants with understanding the types and level of detail required in Grants Gateway for each individual budget line. For Grantee instructions on how to enter a budget into the Gateway, please go to <https://grantsreform.ny.gov/Grantees> and click on “[Quick Start Guide: Contracts.](#)”

Please be aware of the following:

- AIDS Institute Program Managers may require additional information or clarification necessary for approval of requested amounts on funded applications; and
- The allowability of costs are subject to the OMB Uniform Guidance.

Grants Gateway Categories of Expense

There are two major Budget Categories, Personal Services and Non-Personal Services. Each of these categories include individual sub-categories for more specific budget items that can be requested in a budget. Each line requires different information.

1. Personal Services

- a. Salary (including peers who receive W2s)
- b. Fringe

2. Non-Personal Services

- a. Contractual (subcontractors, peers who receive 1099s, etc.)
- b. Travel
- c. Equipment
- d. Space/Property & Utilities
- e. Operating Expenses (supplies, audit expenses, postage, etc.)
- f. Other (indirect costs only)

Guidance on allowable expenditures can be found in the “Basic Considerations for Allowability of Costs” document. This document can be found here: <http://www.ecfr.gov/cgi-bin/text-idx?SID=1728c16d0aca3b9aabb3c25d38d5483&mc=true&node=pt2.1.200&rqn=div5>.

Title 2 → Subtitle A → Chapter II → Part 200 — UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Subpart E - **Basic Considerations, §200.402 - §200.475**

PERSONAL SERVICES – SALARY

For each salary position funded on the proposed contract, provide the following:

Details:

- **Position/Title:** Enter the title and the incumbent’s name. If the position is yet to be filled, enter “TBH” (to be hired.)
- **Role/Responsibility:** Enter the position description, including the duties supported by the contract.

Financial:

- **Annualized Salary Per Position:** Enter the full salary for 12 months regardless of funding source.
- **STD Work Week (hrs):** Enter the standard work week for this position regardless of funding. If it is a full-time position, this is often either 35, 37.5 or 40 hours per week. If it is a part-time position, enter the expected number of hours per week the person will work.
- **% Funded:** Enter the percent of effort to be funded on this proposed contract.
- **# of Months Funded:** Enter number of months this position will be funded during the proposed contract period. Use months only; do not use pay periods.
- **Total Grant Funds:** Enter the total amount for this position requested during the proposed contract period. **Grants Gateway will not automatically calculate this. Please check your calculation for accuracy.**

Items to Note:

- The Total Match Funds and Total Other Funds lines are not used. You will not be able to enter information on those lines.
- While Grants Gateway does not calculate the Line Total, it does calculate the cumulative Category Total.

PERSONAL SERVICES - FRINGE

Details:

- **Fringe – Type/Description:** Enter a description (examples, fringe rate, union fringe rate, nonunion fringe rate, part-time fringe rate, full-time fringe rate) and the percentage.
- **Justification:** Specify whether fringe is based on federally approved rate, audited financials or actual costs.

Financial:

- **Total Grant Funds:** Enter the total amount of fringe requested for this proposed contract period.

CONTRACTUAL

Details:

- **Contractual – Type/Description:** Enter the name of the agency, consultant or TBA (if not yet selected). Use a separate Contractual line for each subcontractor or consultant. Include an estimated cost for these services.
- **Justification:** Briefly describe the services to be provided.

Financial:

- **Total Grant Funds:** Enter the total amount requested for the subcontractor.

TRAVEL

Details:

- **Travel – Type/Description:** Describe the type of travel cost and/or related expenses.
- **Justification:** Briefly describe how the travel relates to the proposed contract.

Financial:

- **Total Grant Funds:** Enter the total amount requested for the Travel item.

EQUIPMENT

Details:

- **Equipment – Type/Description:** Describe the equipment and who it is for.
- **Justification:** Briefly describe how this equipment relates to the proposed contract and why it is necessary.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Equipment item.

Items to Note:

- Equipment is defined as any item costing \$1,000 or more.
- Rental equipment (if applicable) can be included in this section.

SPACE/PROPERTY RENT or Own

Details:

- **Space/Property: Rent or Own – Type/Description:** Describe the property, whether it is the agency's main site or satellite and provide the address. Use a separate Space line for each different location.
- **Justification:** Explain why this proposed contract is paying for the space costs at this location.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Space/Property item.

UTILITY

Details:

- **Utility – Type/Description:** Describe the utility expense.
- **Justification:** Indicate the property address for which this expense will be incurred.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Utility item.

OPERATING EXPENSES

This section is used to itemize costs associated with the operation of the program, including but not limited to insurance/bonding, photocopying, advertising, and supplies.

Details:

- **Operating Expenses – Type/Description:** Describe what is being purchased.
 1. Supplies – Briefly describe items being purchased.
 2. Equipment – Include all items with a total cost under \$1,000, including computer software. Use a separate line for each group of items.
 3. Telecommunications – Include costs for all telephone lines funded by this proposed contract, fax and modem lines, telecommunications installation costs, hotlines, long distance, cell phones, and internet expenses.
 4. Miscellaneous – Includes postage, printing, insurance, equipment maintenance, stipends, media advertising, recruitment, or other appropriate costs.
 - For incentives, briefly detail the types of incentives to be purchased and what they will be used for.
- **Justification:** Describe how this item relates to the contract and why it is necessary.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Operating Expense item.

Items to Note:

- Participant Support and Incentives – the following chart is in accordance with AIDS Institute policy:

Type	Allowable using State Funding?
Participant Support	
Food Vouchers	YES
Pharmacy Cards	YES
Metro Cards	YES
Gasoline Cards	YES
Bus Passes	YES
Incentives	
Gift Card – non-cash	YES
Cash or Cash equivalent (e.g., VISA Card)	NO
Movie Tickets	NO
Theater Tickets	NO
Promotional Items *	YES*

*Promotional items must be promoting a specific program or intervention, such as Ending the Epidemic, or HIV testing, or Know your Status, rather than generically promoting the organization.

- Reimbursement for employee parking at regular work site or transportation costs to and from work is not allowable on AI contracts, unless the employee is in travel status as defined by agency's Policies and Procedures.
- Reimbursement for refreshment for employee or the Board of Directors (BOD) is not allowable. This includes food, coffee, tea, and water for staff meetings, staff break areas, or BOD meetings.

OTHER

Details:

- **Other Expenses – Type/Description:** This section will **only** be used to document Indirect Costs. Enter the words "Indirect Cost rate" and the rate being requested.
- **Justification:** Enter whether or not this rate is based on a federally approved rate agreement.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Expense item.

Items to Note:

- Up to 10% MTDC is allowed for all applicants.
- Up to 20% is allowed if applicant has a federally approved rate that can justify the request.
- No cost that is billed directly to this contract can be part of the indirect rate.

Attachment 17
General Terms and Conditions - Health Research Incorporated Contracts

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

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

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

 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. 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 audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. 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, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. 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 Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance

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

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved 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). 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. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
- 5. Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
- 6. Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
 - b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
 - c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
 - d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

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

8. Amendments/Budget Changes –

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

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

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

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

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

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or

familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return

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

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.

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

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

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS 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 *HHS 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*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.
- e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

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

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

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.

- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) 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, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) 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 referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, 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.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, 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. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) 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.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

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

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

- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) 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.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) 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.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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