New York State Department of Health
AIDS Institute
Office of the Uninsured Care Programs
And
Health Research, Inc.

Request for Applications (RFA)
RFA #22-0001

Outreach and Education to Increase Minority Enrollment in the AIDS Drug Assistance Program (ADAP) – Northeastern New York and Finger Lakes Regions

KEY DATES

RFA Release Date:	**January 20, 2022**
Questions Due:	**February 3, 2022 by 4:00 PM ET**
Questions, Answers and Updates Posted: (on or about)	**February 17, 2022**
Applications Due:	**March 10, 2022 by 4:00 PM ET**

Contact Name:
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How to File an Application:

Applicants must submit one PDF version of the entire application (including Application Cover Page, Application Checklist, Narrative and all Attachments) to AIGPU@health.ny.gov by 4:00pm on March 10, 2022. The subject line of the email should reference MAI RFA 2022. Applications will not be accepted via fax, hard copy, courier, or hand delivery. Late applications will not be accepted.

Table of Contents

I. INTRODUCTION

The New York State Department of Health AIDS Institute (NYSDOH AI) and Health Research, Inc. (HRI) announce the availability of federal Ryan White (RW) Part B Minority AIDS Initiative (MAI) funds for outreach and education grants to community-based organizations to increase the number of minorities participating in the AIDS Drug Assistance Program (ADAP) and other public or private health care coverage programs. The intent of this Request for Applications (RFA) is to fund one (1) applicant from the Northeastern New York Region and one (1) applicant from the Finger Lakes Region that will help persons from disproportionately impacted communities of color who are diagnosed with HIV enter care at the earliest possible stage in their illness and receive state-of-the-art clinical care and medications. This is a resolicitation of RFA #21-0001.

The funds supporting this RFA are designated under the MAI of the RW HIV/AIDS Treatment Extension Act of 2009 for the specific purpose described above. The Health Resources and Services Administration (HRSA), the federal agency responsible for these funds, has supported research regarding access to and utilization of HIV pharmaceuticals within communities of color. Among the strategies identified to overcome racial/ethnic disparities is the use of grants for outreach and treatment-related education by community-based organizations. The key to success of such programs relates to effecting changes in community norms through programs that are part of the targeted communities.

The overarching goal of the MAI is to increase early access to quality health care consistent with established standards and guidelines and to decrease disparities in health outcomes. Funded applicants are expected to provide persons of color diagnosed with HIV with information and assistance appropriate for the priority population that will enable them to successfully apply to ADAP and/or other public or private health care coverage programs to access comprehensive medical care and related services. The services funded through this RFA reinforce NYSDOH AI's priorities of increasing linkage, engagement, and retention in HIV medical care, including rapid access to antiretroviral (ARV) therapy as the foundation for achieving viral suppression among persons diagnosed with HIV. Individual achievement of viral suppression leads to optimal personal health outcomes and elimination of sexual transmission risk.

The services funded through this RFA support NYSDOH AI's commitment to improving health equity across New York State (NYS) by reducing disparities in the social determinants of health that impede the utilization of HIV medications and comprehensive treatment for minority individuals. A complex and interrelated set of individual, provider, health system, societal, and environmental factors contribute to disparities in health and health care. People of color and low-income individuals historically are more vulnerable to health disparities and have faced greater barriers to accessing care, including a higher uninsured rate. Improving the health and well-being of minority persons diagnosed with HIV requires collaborations between public health, health care, and community partners to diminish the socioeconomic disparities that contribute to health care inequity.

Health equity exists when all people have the opportunity to thrive and no one is limited in achieving comprehensive health and wellness because of their social position or any other social determinant of health.

In June 2014, NYS announced a three-point plan to end the AIDS epidemic in NYS. [1] This plan provided a roadmap to significantly reduce HIV infections to a historic low by the end of 2020, with the goal of achieving the first ever decrease in HIV prevalence. The plan also aimed to improve the health of all HIV positive New Yorkers and was the first jurisdictional effort of its kind in the U.S. The three points highlighted in the plan are:

1) Identify persons with HIV who remain undiagnosed and get them linked to care;

2) Link and retain persons diagnosed with HIV in health care to maximize viral suppression; and

3) Increase access to Pre-Exposure Prophylaxis (PrEP) for persons who are HIV negative.

NYS has been laying the groundwork for ending the AIDS epidemic since the disease emerged in the early 1980s. NYS's response to the HIV/AIDS epidemic has involved the development of comprehensive service delivery systems that evolved over time in sync with the evolution of AIDS from a terminal illness to a manageable chronic disease. This strategy enabled the state to implement new technologies as they were introduced, including new treatments, new diagnostic tests and, more recently, PrEP. By building upon each individual success and relying on a strong administrative infrastructure, the state was able to roll out innovative programs quickly to achieve the greatest impact. Ending the epidemic in NYS is within reach, thanks to aggressive and systematic public health initiatives that have made it possible to drive down rates of new infections. The State's Ending the Epidemic (ETE) initiative was launched with visionary leadership and extensive stakeholder leadership and participation.

The RFA specifically addresses these ETE Blueprint (BP) recommendations:

- BP4: Improve referral and engagement;
- BP6: Incentivize performance;
- BP21: Establish mechanisms for an HIV peer workforce;
- BP22: Access to care for residents of rural, suburban and other areas of the state; and
- BP28: Equitable funding where resources follow the statistics of the epidemic.

The ETE BP continues to guide all ETE efforts. The ETE Addendum Report is a written report that provides an overview of the past five years of New York State's ETE initiatives, as well as a summary of the community feedback sessions that were conducted in 2020 to assist in identifying areas of focus for ETE beyond 2020.

A key approach to preventing more infections is to identify people diagnosed with HIV as soon as possible and link these individuals to care. Early initiation of antiretroviral therapy (ART) medication is recommended and has shown to improve the health of people with HIV as well as slow disease progression from HIV to AIDS. Ensuring access to continuous care and achieving

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

viral load suppression is critical for reducing morbidity and mortality, thereby reducing the number of new infections in NYS.

The ETE BP and the ETE Addendum report are available on the NYSDOH website at: www.health.ny.gov/endingtheepidemic

In November 2021, NYS released its plan to eliminate hepatitis C as a public health problem in NYS by 2030. To achieve the goal of hepatitis C elimination, concerted efforts are needed to ensure access to timely diagnosis, care and treatment for all people with the hepatitis C. NYS plans to eliminate hepatitis C by:

- Enhancing hepatitis C prevention, testing and linkage to care services for people who inject drugs, people who are incarcerated, men who have sex with men, and other populations disproportionately impacted by HCV infection;
- Expanding hepatitis C screening and testing to identify people living with hepatitis C who are unaware of their status and link them to care;
- Providing access to clinically appropriate medical care and affordable hepatitis C treatment without restrictions and ensure the availability of necessary supportive services for all New Yorkers living with hepatitis C;
- Enhancing NYS hepatitis C surveillance, set and track hepatitis C elimination targets, and make this information available to the public; and
- Addressing social determinants of health.

Other relevant resources are the National HIV/AIDS Strategy (NHAS) and the NYS Prevention Agenda. The NHAS 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 NHAS and updates to the strategy through 2020 can be found at: https://www.hiv.gov/federal-response/hiv-national-strategic-plan/national-hiv-aids-strategies-2010-2020. The NYS 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 NYS Prevention Agenda can be found on the following website: https://www.health.ny.gov/prevention/prevention_agenda/2019-2024/

II. THE UNINSURED CARE PROGRAMS

A. Background

The NYSDOH AI established the Uninsured Care Programs (the Programs) to provide access to medications and medical services for all eligible NYS residents diagnosed with or at risk of acquiring HIV. Services covered by the Programs are free for enrolled participants; there are no co-payments or deductibles. The Programs are comprised of the AIDS Drug Assistance Program (ADAP), ADAP Plus, ADAP Plus Insurance Continuation (APIC), the HIV Home Care Program,

[2] National HIV/AIDS Strategy
[3] Prevention Agenda 2019-2024: New York State's Health Improvement Plan

the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP), Hepatitis C Assistance Program (HepCAP), and Naloxone Co-payment Assistance Program (N-CAP).

The Programs employ a dual approach to carry out their mission. First, the Programs empower the individual to seek and access care by providing an "Enrollment Card," which allows the individual to choose a provider and receive care/drugs without cost. Second, the Programs supply a stable and timely funding stream to health care providers, enabling them to use the revenues to develop program capacity to meet the needs of uninsured and underinsured people.

B. Programs and Services

ADAP began in 1987 as part of a national program to provide access to free HIV/AIDS drugs for low-income individuals not covered by Medicaid or adequate third-party insurance. ADAP provides free medications for the treatment of HIV/AIDS and opportunistic infections. There are over 3,100 enrolled pharmacies across NYS. The medications provided through ADAP help persons diagnosed with HIV live longer by achieving viral suppression and treating symptoms of HIV infection. ADAP helps people with prescription co-payments and deductibles for insurance and Medicare D coverage as well as those who have a Medicaid spenddown requirement.

The ADAP Formulary consists of more than 500 medications including ARV therapies, antineoplastics, prophylaxis, treatments for opportunistic infections, and medications for related conditions. There are no co-payments or deductibles for drugs listed on the ADAP Formulary. New medications are added based on available funding, the changing clinical profile of the epidemic, and the most recent data from clinical trials.

ADAP Plus (Primary Care) was implemented in 1992 to provide free primary care services at selected clinics, hospital outpatient departments, office-based physicians, and laboratory vendors. ADAP Plus has enrolled 276 Article 28 health care providers (over 399 service sites), 413 private physicians, and 53 clinical laboratories statewide. ADAP Plus covers a full range of primary care services provided on an outpatient ambulatory basis including annual comprehensive medical evaluation, clinical HIV disease monitoring, treatment of HIV-related illness, ambulatory surgery, dental, mental health, nutrition, and laboratory services. ADAP Plus does not cover emergency room care or admissions to the hospital.

The **HIV Home Care Program** began in 1991 and provides coverage for home care services to chronically medically dependent individuals as ordered by their physician. The program covers skilled nursing, personal care, homemaker and home health aide services, intravenous administration, medications and supplies, and durable medical equipment when ordered by a physician for specific conditions. Services must be provided through a home care agency that has enrolled in the program. The HIV Home Care Program has provider agreements with 35 Home Health Agencies, Long Term Home Health Care Programs, Hospices, and Licensed Home Care Services Agencies.

APIC began in 2000 to help individuals maintain their insurance coverage. The APIC program can pay health insurance premiums for ADAP-eligible clients. The health insurance policy must be cost-effective and provide comprehensive coverage. APIC can pay the premiums for people presenting to the Programs who have existing coverage purchased directly from an insurance

company or agent; for a policy purchased through the NYS of Health Marketplace; the employee contribution toward coverage through their employer; or COBRA coverage when a person loses their job. For people with Medicare, APIC can assist with Medicare Part D, Medicare Advantage, and Medicare Supplemental (Medigap) premium costs. Policies considered for payment must be comprehensive and provide full prescription and primary care coverage with no annual coverage caps.

PrEP-AP began in 2015 to prevent HIV infection by providing access to basic primary care services to support HIV-negative individuals at risk of acquiring HIV who meet the Uninsured Care Programs residency and financial criteria. Eligible providers are reimbursed for a specific set of services provided to individuals enrolled in PrEP-AP including but not limited to HIV testing, sexually transmitted infection (STI) testing and supportive primary care services consistent with PrEP clinical guidelines.

NOTE: *PrEP-AP enrollment is not included in the scope of services under the MAI. Agencies that receive RW funding as a result of this solicitation are not permitted to support PrEP services or activities with their MAI award.*

HepCAP began in 2010 as a coordinated effort between the Uninsured Care Program and the Viral Hepatitis Program of the NYSDOH AI. The Programs' involvement in HepCAP is to pay for primary care, labs, and outpatient procedures for individuals who are HCV positive, HIV negative, and have no health insurance or Medicaid. Medications associated with Hepatitis C treatment are not covered for those enrolled in HepCAP.

NOTE: *HepCAP is not included in the scope of services under the MAI.*

N-CAP began in 2017 to cover copayment costs up to $40 for each naloxone prescription dispensed to persons who have public or private prescription coverage. Naloxone, a medication designed to rapidly reverse opioid overdose, may be dispensed pursuant to patient-specific prescriptions or under a standing order if there is one in place at the pharmacy.

C. Population Served

The Uninsured Care Programs serve NYS residents who are HIV positive who are uninsured or under-insured and meet established eligibility criteria. The Programs can serve as a transition to Medicaid by providing interim assistance to persons eligible for but not yet enrolled in Medicaid or assist in meeting spenddown requirements. Individuals with health insurance who need assistance with meeting their deductibles or co-payments are also eligible; the Programs will coordinate benefits with their insurance company. Adolescents who do not have access to the financial or insurance resources of their parents/guardians are also eligible for the Programs. The Programs serve all populations affected by HIV/AIDS in NYS. Participant demographics have changed over the years to reflect changes in the epidemic. As of March 31, 2020, the Programs served over 140,000 PLWHA since its inception and serves approximately 25,000 individuals each year. Seventy-seven percent of the individuals served are minorities. The racial/ethnic breakdown of program enrollees is thirty-eight percent Black/African American, thirty-six percent Hispanic, twenty-two percent White, three percent Asian/Pacific Islander, and less than one percent Native American.

D. Eligibility and Application Process for the Programs

Participants must meet the following eligibility criteria:

1. **Medical**
   - ADAP, ADAP Plus, and APIC: Must be diagnosed with HIV;
   - HIV Home Care: AIDS or HIV illness and chronic medical dependency due to physical or cognitive impairment from HIV; and
   - PrEP-AP: At risk of HIV with documented negative HIV status.
2. **Residency**
   - Must live in NYS (U.S. citizenship is not required).
3. **Financial**
   - Income less than 500% of Federal Poverty Level (FPL);
   - FPL varies based on household size and is updated annually; and
   - Financial eligibility is calculated on the gross income available to the household, excluding Medicare and Social Security withholding and the cost of health care coverage paid by the applicant.
4. **Insurance Continuation (APIC)**
   - Policy must be cost-effective;
   - Insurance coverage must be comprehensive; and
   - Employee contribution toward coverage through their employer must be greater than 4% of gross income.

All programs are integrated and centrally administered. A single unified application is used to enroll in ADAP, ADAP Plus, the HIV Home Care Program, APIC and PrEP-AP. An additional application is required for APIC. A medical eligibility form is required to verify HIV status. If applying for the HIV Home Care Program, a treatment plan by a physician must be submitted. Individuals applying to the Programs must submit:

- a completed application signed by the applicant;
- a medical eligibility form signed by a licensed medical professional;
- documentation to prove NYS residency and current income; and
- enrollment cards for any public or private health care coverage programs they are enrolled in (if applicable).

In acknowledgment of the critical need for rapid access to ARV therapy, the Programs facilitate same-day enrollment for new applications whenever possible.

Individuals enrolled in Medicaid are not eligible for the Programs. Individuals awaiting Medicaid eligibility determination or with Medicaid spenddown/surplus requirements are eligible. ADAP can be used to assist individuals in meeting their Medicaid spenddown requirements. The Programs interface with Medicaid to prevent duplication of enrollment and billing.

Medicare covers prescription drugs under the Medicare Part D prescription drug benefit. If participants or applicants qualify for Medicare, they must enroll in Medicare Part D or a Medicare

Advantage plan. As necessary, eligible participants receive assistance through ADAP with the cost of their Medicare Part D or Medicare Advantage co-payments and deductibles.

III. AVAILABLE FUNDING

Approximately $327,200 in federal RW MAI funding is available to support up to two (2) awards from the regions identified in the table below. The maximum funds available per award is $163,600 annually. Awards made under this initiative are contingent on the receipt of federal RW HIV/AIDS Treatment Extension Act of 2009 Part B Minority AIDS Initiative funding by HRI.

NYSDOH Region	Annual Award Amount	Number of Awards
Finger Lakes (Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, and Yates counties)	**$163,600**	**0-1**
Northeastern New York (Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties)	**$163,600**	**0-1**

Applicants are required to select their primary region of service and indicate it on the Application Cover Page (**Attachment 1**). The primary region of service for the application should be based on the location where the largest number of consumers is to be served. **If an applicant fails to indicate a primary service region, the application will be rejected.**

Applicants serving comparable numbers of consumers in more than one region may submit more than one (1) application in response to this RFA. A **separate** application is required for each region. **An application proposing services in more than one region within the same application will be rejected.**

Awards will be made to the highest scoring applicants in each region, up to the maximum number of awards indicated for that region. If there is an insufficient number of acceptable applications (scoring 70 or above) received from any region, the NYSDOH AI and HRI reserve the right to:

- Fund an application scoring in the range of 60-69 from a region.
- Award remaining funding 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 funding remains after the maximum number of awards have been made, HRI/NYSDOH AI reserve the right to exceed the maximum number of awards.
- Revise award amounts as necessary due to changes in availability of funding.

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.

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

In the event that a contract is terminated, either by the NYSDOH AI and HRI, or voluntarily by a funded agency, the NYSDOH AI and HRI may select a program from the pool of applicants deemed not approved due to limited resources.

Funded agencies may receive an annual one-time enhancement to their award as a result of unspent MAI funds carried over from the previous contract year. The enhancement, and the amount of carryover funds available to the sub-contractors, is contingent upon approval by HRSA and is NOT guaranteed. The primary service to be delivered under this initiative is to enroll minority persons diagnosed with HIV into ADAP and/or other public or private health care coverage programs. The number of successful enrollments is one of the performance measures used to indicate the success of an agency's MAI program. Only the funded agencies who achieve at least 90% of their proposed enrollments in the previous contract year (determined by the NYSDOH AI) will be eligible for available carryover.

Organizations currently receiving a MAI award from the NYSDOH AI must apply and successfully compete for funding in accordance with the requirements of this RFA in order to receive continued funding for services beyond the end date of their current MAI contract period.

Ryan White Part B Restrictions:

Agencies receiving funding in response to this RFA may NOT use any portion of their award to supplant funding from existing programs or other federal, state, or local sources. Applications should present innovative, cost-effective models of service delivery.

Awards made under this initiative are contingent on the receipt of federal RW Part B Minority AIDS Initiative funding by HRI. RW funding is intended to support services for persons diagnosed with HIV who have no other payer source for treatment and care. Therefore, it is considered the *"payer of last resort."* In order to ensure that RW funds are the payer of last resort, agencies that receive funding as a result of this solicitation must include mechanisms in the program design to screen consumers to receive services through other sources (e.g., Medicaid, Medicare, commercial health insurance, etc.). Please see **Attachment 2 - Ryan White Guidance for Part B Direct Service Subcontractors** for funding restrictions.

IV. WHO MAY APPLY

A. Minimum Eligibility Requirements

All applicants must meet the following minimum eligibility requirements:

- Applicant is a registered not-for-profit 501c(3) community-based human service organization, local department of health, or Article 28 hospital or diagnostic & treatment center providing outpatient care;

- Applicant must be an organization located in and providing services to the Northeastern New York Region or Finger Lakes Region;
- Applicant has submitted **Attachment 3 - Statement of Assurances** signed by the Chief Executive Officer (CEO) or Designee to certify the organization meets all criteria listed in Attachment 3;
- Applicant has selected only one (1) primary region of service per application and indicated the selected region on **Attachment 1 - Application Cover Page**; and
- Joint applications submitted on behalf of a formal partnership of eligible providers are required to designate one of the agencies as the lead applicant. The application must include a **Memorandum of Agreement (MOA)** as **Attachment 4**, which defines the roles of the lead and the partner agencies.

V. PROGRAM MODEL

A. Client Eligibility

Eligible clients are persons diagnosed with HIV. Services funded under this initiative must be directly related to reaching persons diagnosed with HIV who:

- are not aware of their HIV status;
- are aware of their HIV status but not connected to health care;
- are uninsured or underinsured for health care; and
- are not aware that they have health care coverage.

Outreach and education services must target racial/ethnic populations of black, indigenous, and people of color (BIPOC) most impacted by HIV/AIDS. Attention should focus on services to sub-populations that traditionally experience health disparities (e.g., young gay men, men who have sex with men, people who use drugs, people who are homeless, people with behavioral health diagnoses, youth, pregnant people, formerly incarcerated people, transgender individuals, individuals with language barriers, immigrants, and migrants).

Proof of HIV status is not required for outreach or educational activities. However, proof of HIV status must be determined during the screening process and documented for subsequent service activities such as enrollment assistance and referrals. (See **Attachment 2, Ryan White Guidance for Part B Direct Services Subcontractors** for a list of documents that indicate client eligibility.)

Applicants are expected to target geographic areas where eligible clients are most likely to live or congregate (i.e., locations with high proportions of BIPOC populations and documented indices of need related to HIV/AIDS based on zip code level data and venues where the priority populations are likely to congregate.)

Medical providers need an immediate and personal bridge from HIV testing to care for persons who test positive. Applications should present a service delivery model that describes a formal partnership between a community-based organization and a local health service provider. MAI program staff would have the ability to enroll patients in ADAP and link them to quality health

care and services immediately following receipt of their HIV-positive test results. The same would hold true for individuals who are returning to care. Collaborative working relationships must be documented in letters of agreement (included as **Attachment 5**) outlining the activities to be performed by each agency and signed by executive staff from both organizations.

B. Scope of Services

All applicants are required to provide outreach and education services that will achieve the primary objective of the funding, to identify individuals eligible for ADAP through engagement and screening, assist them with enrolling in ADAP and transition them to more comprehensive public or private health care coverage, and provide referrals to address their immediate needs. Other health care coverage programs include Medicaid, Medicaid spenddown, the New York State of Health Marketplace, APIC, the Elderly Pharmaceutical Insurance Coverage Program (EPIC), Medicare Parts A, B and D, Medicare Advantage, Medicare Savings Programs (MSP), Medicare Supplemental coverage, Child Health Plus (CHP), and private insurance plans.

The primary services delivered through the MAI are outreach, education, screening, enrollment, assessment and referral, and follow-up and closure. These fundable services are more completely described as follows.

1. Outreach

Funded programs are required to provide *clearly defined* outreach services targeted to high-risk/high-prevalence racial/ethnic BIPOC populations and individuals, emphasizing the importance of knowing their HIV status and early entrance into care, relaying information regarding health care coverage options, and promoting the services provided by MAI-funded programs. Outreach activities should be conducted at times and locations where there is a high probability that potentially eligible clients will be present, including non-traditional venues and hours.

Applicants should present an outreach plan that incorporates the following best practice models:

- Innovative ideas for using social media, Facetime, and/or other online platforms to practice social distancing as an adjunct to in-person contact.

  NOTE: *Applications referencing use of electronic communication (social media, internet, email, text messaging, etc.) are required to also provide staff and peer workers education regarding the Health Insurance Portability and Accountability Act (HIPAA), approved policies regarding electronic Protected Health Information (PHI), and the consequences of an electronic breach of confidentiality.*

- Through established partnerships with local community-based health and human service providers, staff are "out-stationed" at the provider's facility to screen and enroll clients in need of health care coverage and address the client's immediate psychosocial needs.
- Outreach performed in concert with staff from internal or external HIV counseling and testing initiatives to ensure immediate engagement with clients identified as HIV positive.
- An innovative strategy to seek out and identify previously known HIV-positive individuals who appear to be out of care, with the specific objective of re-engaging these individuals and bringing them back to comprehensive medical care and supportive services.

- Members of the priority subpopulations are trained to conduct outreach sessions or serve as peer guides/mentors for clients. Properly trained peers can assist others in navigating support systems while offering personal understanding and encouragement regarding ART initiation and treatment adherence.

2. Education

Funded programs are required to provide education services (e.g., presentations and trainings) to individuals who either provide medical and/or case management services to the priority population or belong to it. Education activities should explain the services provided by the agency's MAI program, generate referrals from providers for individuals in need of services provided under the scope of this initiative, build a foundation of HIV/AIDS knowledge within priority communities, and strengthen the continuum of HIV/AIDS services for BIPOC communities, advancing health equity in NYS. Applicants should describe education activities at the following venues in the geographic area served by the applicant:

- ADAP Plus participating primary care providers;
- Funded HIV case management, primary care, mental health and supportive service organizations; and
- Homeless shelters, soup kitchens, food pantries, and state and local correctional facilities.

Applicants should describe innovative uses of internet resources (Webex, Gotomeeting, ZOOM, etc.) as an adjunct to in-person educational presentations. These can be stand-alone or joint community virtual meetings or forums (NYLINKS, Ending the Epidemic workgroups, etc.).

3. Screening

Funded programs are required to screen potential clients to determine if they are eligible to receive services under this initiative based on the Uninsured Care Programs' eligibility criteria described above and the individual's need and potential eligibility for ADAP and other public/private health care coverage programs. Screenings should be conducted in a variety of venues and methods that are convenient and familiar to the priority populations and must be provided in settings that allow for the level of confidentiality necessary to exchange personal information.

Through training and technical assistance provided by the NYSDOH AI, MAI program staff must maintain a thorough understanding of the eligibility criteria, covered services, and application processes for ADAP/ADAP Plus, APIC, Medicaid, Medicaid spenddown, the New York State of Health Marketplace, EPIC, Medicare Parts A, B and D, Medicare Advantage, MSP, Medicare Supplemental coverage, and CHP. Staff must also be able to assess potential eligibility for private health insurance and make appropriate referrals as needed.

4. Enrollment

Funded programs are required to facilitate enrollment activities to assist clients with applying for ADAP/ADAP Plus as well as the subsequent activities to assist with the transition to comprehensive health care coverage for Medicaid, Medicaid spenddown, the New York State of Health Marketplace, private health insurance, APIC, the EPIC, Medicare Parts A, B and D, Medicare Advantage, Medicare Supplemental, Medicare Savings Programs, and CHP.

NOTE: *The number of successful enrollments in ADAP and other public or private health care coverage programs is a key indicator for measuring performance and evaluating the effectiveness of the funded program.*

For clients deemed eligible to receive services via other funding streams, a plan for transitioning them to the appropriate comprehensive health care coverage must be implemented in a timely manner. Applicants should describe a program where staff would have access to the New York State of Health Marketplace as Assistors or Certified Application Counselors (CAC) to enroll clients in comprehensive health coverage. Applications should include current letters of agreement with Medicaid, regional New York State of Health enrollment programs, and with SNPs in New York City (NYC) included as **Attachment 6.**

Funded programs are required to verify that individuals have completed the application processes including submitting all necessary documentation to the appropriate program(s). Following up with a health care coverage program may be necessary to ensure that the application has been received, processed, and a determination has been made. If the client's application has been denied, additional assistance should be provided to appeal the denial or pursue alternative coverage.

Funded programs are required to implement a method for teaching their clients the basic processes for using their ADAP coverage to fill prescriptions and access primary care services and how to use their ADAP in combination with other public and private programs (e.g., using ADAP to meet a Medicaid spenddown, using ADAP to meet health insurance co-payments and deductibles, etc.). Mechanisms for evaluating and validating the client's understanding of this knowledge must be included. Raising a client's health literacy level can empower them to take a more active role in their health care and promote retention in health services.

5. Assessment and Referrals

Funded services include assessing a client's immediate psychosocial needs and addressing them by making referrals to support service programs within the agency or to outside resources in the community. Addressing the client's immediate health disparities is the necessary first step so the client is more receptive to engaging and staying in care.

Funded programs are expected to establish bi-directional linkage agreements with providers of medical and/or supportive services to help address the multiple needs of clients served by this initiative. Funding awarded in response to this RFA may not be used to duplicate existing case management programs. Applicants should demonstrate the knowledge and capacity necessary to link clients to supportive services including housing, transportation, employment assistance, nutrition, substance use treatment, mental health services, and case management.

Funded agencies are required to develop a system for tracking referrals and reporting them in the AIDS Institute Reporting System (AIRS). This includes the number and types of referrals made and their outcome.

NOTE: *The number of client referrals documented in AIRS is a key indicator for measuring performance and evaluating the effectiveness of the funded program.*

6. Follow-up and Case Closure

Funded programs are expected to close a client's file once they are enrolled in comprehensive health care coverage and have been linked to medical and supportive services or if there have been no interactions with the client within six months. The intent of this RFA is not to provide recurring services to clients enrolled in the MAI program. Clients with intensive and/or ongoing needs to maintain their health care coverage (e.g., satisfying a Medicaid spenddown, recertification for the Programs, changes in health insurance premiums, etc.) should be seamlessly linked to appropriate case management programs.

Applicants should describe internal case management programs or existing relationships with external programs that provide case management and/or Health Home services, adherence support services, and other supportive services that motivate and recognize clients for reaching adherence milestones, keeping appointments, and achieving or sustaining an undetectable viral load.

C. Health Literacy Universal Precautions

Health literacy impacts all levels of the health care delivery system. Improving health literacy is critical to achieving the objectives set forth in this RFA. The NYSDOH AI recognizes the importance of health literacy universal precautions to reduce costs, reduce health disparities, and improve health equity. Funded providers are required to integrate health literacy universal precautions into their program policies, staff training requirements, care models, and quality improvement activities to ensure client understanding at all points of contact.

Limited health literacy affects people of all ages, races, incomes, and educational levels. Even people who have adequate health literacy may experience difficulty processing and using information when they are sick, frightened or otherwise impaired. Evidence shows that health information and the complexity of the health care system can overwhelm people regardless of their literacy or health literacy skill level. With this realization has come the recognition that health care professionals have a responsibility to improve patients' understanding of what they have been told and what they need to do to care for themselves.

Health care professionals need to assume that *all* patients are at risk for not understanding information relevant to maintaining or improving their health. As such, a universal precautions approach to health literacy is essential to improve health equity, reduce disparities, and reduce costs. Integration of health literacy universal precautions is defined as an approach that: 1) assumes *everyone* could use help with health information; 2) considers it the responsibility of the health care system to make sure patients understand; and 3) focuses on making health care environments more literacy friendly and training providers to always communicate effectively.

D. Minimum Required Staffing

Funded agencies are expected to adhere to the minimum staffing requirement described in this RFA. At least one front-line staff member should be representative of the priority minority population and/or bilingual in the primary language of the priority population.

HIV/AIDS Program Enroller:

One or more 1.0 FTE (Full Time Equivalent) HIV/AIDS Program Enroller

Minimum Qualification:

- A Bachelor of Arts (BA)/Bachelor of Science (BS) or a minimum of two (2) years working in HIV/AIDS, substance abuse, behavioral health, and/or other chronic illnesses.

NOTE: *Funding under this initiative will not support the funding of HIV/AIDS Program Enrollers across multiple initiatives or funding streams.*

Program Supervisor:

Minimum Qualification:

- Master's degree and two years supervisory experience in HIV and/or other social service field or; in lieu of Master's degree, three years supervisory experience in HIV and/or other social service field.

The Program Supervisor, HIV/AIDS Program Enroller, and any front-line staff members whose salaries are paid in full or in part by this initiative will be responsible for:

- carrying out the services and activities described in this RFA;
- maintaining a thorough understanding of the eligibility criteria, covered services, and application processes for health care entitlement programs;
- demonstrating cultural and linguistic competence for the priority population;
- fostering partnerships and/or collaborations with other community service providers; and
- documenting and reporting the achievements of the funded program.

The Program Supervisor will also be responsible for supervising the HIV/AIDS Program Enroller and any additional front-line program staff.

Peers:

Programs are encouraged to hire peers. Peers are required to have completed the NYS Certified Peer Worker program in HIV or have a minimum of two (2) years of experience directly involving outreach and engagement to persons of color diagnosed with HIV or serving as a peer guide/mentor for clients.

Funded agencies are required to notify the NYSDOH AI of new staff/peers whose salaries are paid in full or in part by this initiative within 30 days of their employment. Their knowledge will be assessed by NYSDOH AI staff with ongoing individual and group training, technical assistance, resource materials, and websites provided as necessary.

Staff/peers with any portion of their salary paid through this initiative are required to demonstrate a clear understanding of the basic services provided by the Programs to their NYSDOH AI contract manager within 90 days of their hire date. Staff/peers are expected to confidently relay basic information on eligibility criteria and answer questions regarding the services provided by the Programs at a standard set by the NYSDOH AI. This includes the process for documenting a client's eligibility, obtaining program enrollment, and how the Programs work with other healthcare coverage options. Should the contract manager determine that the staff member was unable to adequately demonstrate his/her knowledge of the Programs, feedback will be provided, and another presentation will be scheduled to occur within 30 days. Until such time as the staff

member is able to adequately demonstrate their knowledge of the Programs, they are not permitted to independently interact with consumers, providers, and/or the general public concerning the Programs.

All staff/peers whose salaries are paid by this initiative, in full or in part, must be trained in HIV confidentiality procedures, and all activities funded under this initiative must be conducted in accordance with Article 27F of the New York State Public Health Law and HIPAA, including the provisions of HIPAA which pertain to transfer of electronic Protected Health Information (PHI), Public Law 104-1911. To ensure compliance with each of these confidentiality requirements, funded agencies will be required to provide a copy of their internal Policies and Procedures, including the chapters which address confidentiality of personal health related information.

VI. PROGRAM REQUIREMENTS

Applicants are required to involve PLWHA and affected individuals, particularly persons of color, in identifying needs of the priority populations and in the planning and program design of the services to be offered, and maintain their ongoing involvement in an advisory capacity, which should be described in the application.

Funded agencies are required to include persons diagnosed with HIV in quality improvement activities and evaluation of the MAI program. This includes active involvement in a Community Advisory Board and the development and implementation of a client satisfaction survey.

Funded agencies are required to assure that the services they deliver are ethnically, culturally, and linguistically appropriate and delivered at a literacy level suitable for their clients. Programs should be designed with an understanding of the differences that derive from language, culture, race/ethnicity, religion, age and developmental characteristics. All written documents as well as social media campaigns associated with this initiative are required to be submitted to the NYSDOH AI for approval prior to being disseminated to the community.

Funded agencies are required to provide education and training to other internal HIV/AIDS-related programs to explain the services provided by the MAI program. This will generate bilateral referrals and foster mutually beneficial partnerships within the agency.

Funded agencies who include peers in their program design are expected to build sustainable wages into their budgets. Protocols or guidelines must be developed related to transitioning peers currently on public assistance or disability to part- or full-time work status. The protocol should include support for transitioning from Medicaid and Medicare to employment-related health insurance.

Funded agencies are required to use AIRS for the maintenance and reporting of Outreach and Education services and unduplicated client level data, including demographics, special populations reached (**Populations to be Reached/Served Table**, **Attachment 7**), client service encounters and referrals in accordance with applicable federal and/or state report contract requirements. The NYSDOH AI provides and supports the AIRS software to enable providers to meet data submission requirements. Details on this software product may be obtained by accessing this

internet address: www.airsny.org. If necessary, applicants should include the costs associated with AIRS in their proposed budget.

Funded agencies are required to update the client's record in AIRS with changes to insurance status and the outcome of any referrals made for the client before the client's record is closed. All activities and services must also be documented in the client's program file.

Funded agencies are required to provide monthly progress reports to their NYSDOH AI contract manager for this award, identifying the number of individuals for whom enrollment applications to ADAP, Medicaid, or other public or private health care coverage programs result from activities funded by this initiative. Reports must include a narrative of the program's progress in relation to its work plan objectives and assessments of client satisfaction. This information will be used to assess the number and status of such applications and will be a major component of evaluating the effectiveness of the funded services and determining whether performance milestones are met.

VII. ADMINISTRATIVE REQUIREMENTS

A. Issuing Agency

This RFA is issued by the NYSDOH AI, Office of Uninsured Care Programs, and HRI. NYSDOH and HRI are responsible for all requirements specified herein and for the evaluation of all applications.

B. Questions and Answer Phase

All substantive questions must be submitted via email to: AIGPU@health.ny.gov

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

All questions submitted should state "MAI RFA 2022" in the subject line.

This RFA has been 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 also be posted on HRI's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

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.

C. Applicant Conference

An applicant conference will not be held for this solicitation.

D. Letter of Intent

Letters of intent are not a requirement of this RFA.

E. Filing an Application

Applicants must submit one PDF version of the entire application (including Application Cover Page, Application checklist, narrative and all attachments) to AIGPU@health.ny.gov by 4:00 pm ET on the date posted on the cover page of this RFA. The subject of the email line should reference **MAI RFA 2022.**

*It is the applicant's responsibility to see that applications are emailed to AIGPU@health.ny.gov by 4:00 PM ET on the date specified. **Applications will only be accepted electronically to the Bureau Mail Log (BML) as stated in the instructions. Applications will not be accepted via fax, hard copy, courier, or hand delivery. Late applications will not be accepted.**

F. Department of Health/HRI 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 HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should HRI be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of HRI.

G. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by Health Research Inc. Refer to **Attachment 8 – HRI General Terms and Conditions**. Contracts resulting from this RFA will be for 12-month terms, however, the initial contract term will be for a shorter time period. The anticipated start date of the initial contract term is **September 1, 2022**. 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 and Reporting Requirements of Awardees

1. Due to requirements of the federal funder, no advance payments will be allowed for contracts resulting from this procurement.

2. The funded contractor 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 payments and reporting requirements will be detailed in Exhibit "C" of the final contract.

I. General Specifications

1. By signing the Application Cover Page **(Attachment 1),** each applicant attests to its express authority to sign on behalf of the applicant.

2. Contractors will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by HRI during the Question and Answer Phase (Section IV.B.) must be clearly noted on the Application Cover Page **(Attachment 1)**.

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

5. Provisions Upon Default

    a. The services to be performed by the Applicant shall be at all times subject to the direction and control of HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.

    b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, HRI 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.

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

IX. COMPLETING THE APPLICATION

A. Application Format and Content

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

An Application Checklist has been included to help ensure that submission requirements have been met. Applicants should review this attachment before and after writing the application. **In assembling your application, please follow the outline provided in the Application Checklist (Attachment 9)**.

Applications should not exceed thirteen (13) double-spaced pages (not including the budget and all attachments) using a 12-pitch type font with one-inch margins on all sides. Pages should be numbered consecutively, including all attachments. The Application Cover Page **(Attachment 1)**, Program Abstract, budget and budget justification, and all attachments are **not** included in the 13-page limitation. Please submit only requested information in attachments and do not add attachments that are not requested. **Failure to follow these guidelines will result in a deduction of up to ten (10) points.**

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.**

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:	20 points
			100 points

1. Program Abstract **Not Scored**

Maximum one page (*Not counted in page total*)

Applicants should provide a program abstract with the following information:

1a) Describe your agency, including mission and major services;
1b) Describe the proposed program;
1c) Identify the priority population(s) and geographic area to be served;
1d) Indicate the total number of clients to be served in each service category;
1e) Outline the goals and objectives of the proposed program; and
1f) Describe how the success of the proposed program will be measured.

2. Community and Agency Description **Maximum 3 Pages**
Maximum Score: 20 points

2a) Describe why the applicant is qualified to implement the proposed program model. Include both quantitative and qualitative evidence to address this question.

NOTE: *If a joint application is submitted, the application should provide a description of how the respective management, programmatic, administrative and fiscal expertise/experience of the lead and partner agencies will contribute to a successful partnership for the proposed program.*

2b) Describe the health disparities, health inequities, and the social determinants of health in your community. Detail how your proposed program will address these barriers to care and improve health equity for the priority population(s).

2c) List programs and agencies in the target geographic area, if any, providing similar services and how the proposed program will enhance, without duplicating, those services.

2d) Describe your agency's experience in the provision of services to persons diagnosed with HIV, the types of services provided, and the number of individuals served. Include experience in enrolling persons of color diagnosed with HIV in comprehensive health care coverage and providing culturally competent outreach and education services to diverse populations. Complete the table, **Funding History for HIV Services**, labeled **Attachment 10**.

2e) Identify a prior grant your organization has received from the NYSDOH AI that is relevant to this proposal. If your organization has not received funding from the NYSDOH AI, describe a relevant program that your organization has undertaken in the past. Describe the successes

and challenges of the funded program. Define the performance measure(s) used to evaluate program achievements and provide data to illustrate the program's success at reaching projected goals.

NOTE: *Applicants currently receiving MAI funding must reference their MAI program when responding to this question.*

3. Program Design and Implementation **Maximum 10 Pages**
Maximum Score: 60 points

3a) Complete the **Populations to Be Reached/Served Table** labeled as **Attachment 7**, indicating the projected number of clients expected to be served by each activity type and the estimated percent reached/served by race/ethnicity, gender, age, and by the special population groupings listed on the table. All projected numbers should be reasonable based on the proposed activities and requested budget. Applicants should note **Attachment 7** includes the projected unduplicated number of persons diagnosed with HIV you anticipate enrolling in ADAP or other health care coverage. The rationale for enrollment projections should be provided.

3b) Describe the design and structure of the proposed program. Include details on how each of the following service categories will be implemented, drawing on the guidance provided in this RFA under the prescribed program model.

i. Outreach
ii. Education
iii. Screening
iv. Enrollment
v. Assessment and Referrals
vi. Follow-up and Closure

NOTE: *If a joint application is submitted by partner agencies, your application should designate one agency as lead, describe the working relationship between the agencies, and attach the required **Memorandum of Agreement (MOA)** as **Attachment 4** (maximum 2-3 pages not counted in the page limit) defining the specific roles of the lead and partner agencies in carrying out the proposed program, as well as how communication, follow-up and problem resolution will occur. The MOA should also describe the management, fiscal and administrative responsibilities of the respective agencies, and be signed by the chief executive of each organization.*

3c) Detail how the proposed program's service delivery model fosters collaborations with local health service providers and community-based organizations located in the targeted geographic community to increase early access to quality health care for the priority population or specific sub-population(s).

3d) Describe how your proposed program will be integrated within your agency to enhance your existing HIV service delivery model. Attach a copy of the agency **Organizational Chart** as **Attachment 11** and indicate where this program, if funded, will be located within your agency.

3e) Describe how bi-directional linkage agreements with agencies providing medical or supportive services will be utilized to meet the multiple needs of priority populations. Attach copies of the current agreements that detail the activities of each agency as **Attachment 12**.

3f) Describe how persons diagnosed with HIV, particularly persons of color, were involved in the planning and design of the proposed program and how they will remain involved in an advisory capacity. Indicate how consumer feedback will be obtained and used for program modifications to address problems and meet the changing needs of clients.

3g) Describe how the proposed program will ensure program services are culturally responsive.

3h) Outline 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. If using an electronic health record (EHR), describe how data is extrapolated from this to AIRS and other tracking systems.

3i) Describe the process used to maintain client confidentiality in accordance with Article 27F of the New York State Public Health Law and HIPAA. Special focus should be given to how the program will ensure confidentiality under the provisions of HIPAA (*Public Law 104-1911*) that pertain to the use and transfer of electronic Protected Health Information (PHI) when texting, using email, social media, and the internet. Define how confidentiality will be protected while working remotely.

3j) Describe how you will conduct ongoing program evaluation. Include activities to improve deficiencies when deliverables fall short of projections.

3k) Describe the program staffing pattern for implementing all activities being requested for funding. Include a brief description of duties for each staff person in carrying out the proposed activities. Indicate who will be directly responsible for the supervision provided to each person funded under the contract.

3l) Describe the plans for initial and ongoing staff/peer training and support, especially in the areas of client confidentiality and knowledge of and enrollment in ADAP and public and private health care coverage programs. Discuss how you review staff/peer performance and abilities including knowledge of health care coverage options, interpersonal skills, communication, and cultural sensitivity.

3m) Describe the cultural characteristics of key program staff and indicate if any are members of the priority population(s) or bilingual/bicultural speakers of the priority population's languages. Attach all existing staff and consultant resumes as **Attachment 13.**

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. Complete all required budget pages. See **Attachment 14 - Ryan White Specific Budget Forms**. Instructions for completing the

budget forms are included as **Attachment 15**. All budget lines should be calculated using whole dollar amounts. All costs should be related to the proposed activities, as described in the application narrative, and should be justified in detail. All costs should be reasonable and cost effective. Contracts established resulting from the RFA will be cost reimbursable.

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.

4c) For each item listed under non-personal services, describe how it is necessary for program implementation. Non-personal services include: supplies, travel, equipment, space/property, telecommunications, miscellaneous costs, contractual and operating expenses.

4d) Please attach the Statement of Activities from your yearly audit for the last three (3) years as **Attachment 16**. The Statement of Activities must show total support and revenue and total expenditures. Does your organization's Statement of Activities from your yearly audit show that revenues exceeded expenses or expenses exceeded revenue? If expenses exceeded revenues, please describe both the cost reduction plan and the deficit reduction plan that will correct this.

4e) Applicants are required to submit a copy of the agency's most recent Yearly Independent Audit attached as **Attachment 17.**

4f) Applicants are required to submit a copy of their agency time and effort policy as **Attachment 18.**

4g) Indirect costs are limited to a maximum of 10% of total direct costs. See **Attachment 2 - Ryan White Guidance for Part B Direct Service Subcontractors**.

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

- 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.
- The budget will be reviewed for thoroughness, accuracy, whether the staffing pattern meets the requirements outlined in the RFA, whether salary levels are appropriate for attracting qualified staff, inclusion of expenses required to serve the entire region being served (including training space and appropriate levels of support for staff travel), and overall reasonableness of costs.

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. Application Review and Award Process

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

NYSDOH AI and HRI anticipate that there may be more worthy applications than can be funded with available resources. Please see Section III 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.

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 HRI, but all issues need to be resolved prior to the 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.

Applicants awarded funding will be required to follow the guidance detailed in **Attachment 2- Ryan White Guidance for Part B Direct Services Subcontractors**.

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 AIGPU@health.ny.gov. In the subject line, please write: "Debriefing request MAI RFA 2022."

X. ATTACHMENTS

Attachment 1: Application Cover Page*
Attachment 2: Ryan White Guidance for Part B Direct Service Subcontractors**
Attachment 3: Statement of Assurances*
Attachment 4: Memoranda of Agreement* (for joint applications)
Attachment 5: Letters of Agreement for formal partnerships with CBOs/Local Health Service Providers[1]*
Attachment 6: Letters of Agreement with Medicaid, regional New York State of Health enrollment programs, and with SNPs in New York City (NYC)[1]*
Attachment 7: Populations to be Reached/Served*
Attachment 8: HRI General Terms and Conditions**
Attachment 9: Application Checklist*
Attachment 10: Funding History for HIV Services*
Attachment 11: Agency Organizational Chart*
Attachment 12: Bi-directional Linkage Agreements[1]*
Attachment 13: Staff and Consultant Resumes*
Attachment 14: Ryan White Specific Budget Forms and Justification*
Attachment 15: Budget Form Instructions**
Attachment 16: Statement of Activities for past three (3) years*
Attachment 17: Applicant's Most Recent Yearly Independent Audit*
Attachment 18: Time and Effort Policy*

* These attachments are required and must be submitted with your application.

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

[1] Bi-Directional Referral Agreements and/or Letter Agreements specifying respective activities and signed by executive staff. (Letters of support are **NOT** acceptable to meet this requirement.)

Attachment 2
RYAN WHITE GUIDANCE FOR PART B DIRECT SERVICE SUBCONTRACTORS

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

Ryan White Service Categories

The Ryan White law limits the persons eligible for Ryan White services and limits the services that are allowable with Ryan White funds. Activities supported and the use of funds appropriated under the law must be in accordance with legislative intent, federal cost principles, and program-specific policies issued by the federal Health Resources and Services Administration (HRSA). HRSA policy related to Ryan White Parts A and B states that no service will be supported with Ryan White funds unless it falls within the legislatively defined range of services. In addition, the law stipulates that Ryan White is the "payer of last resort" (see payer of last resort section on page 4).In conducting program planning, developing contracts, and overseeing programs, you must comply with legislative intent and HRSA policy regarding allowable services and payer of last resort requirements.

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

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

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

CORE SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

10. **Outreach services** are programs that have as their principal purpose identification of people who know their status so that they may become aware of, and may be enrolled in care and treatment services, **NOT** HIV counseling and testing or HIV prevention education. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

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

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

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

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

Payer of Last Resort

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

- The Contractor shall (i) maintain policies and staff training on the requirement that Ryan White be the payer of last resort and how that requirement is met; (ii) screen each client for insurance coverage and eligibility for third party programs, assist clients in applying for such coverage and document this in client files; and (iii)

carry out internal review of files and billing system to ensure Ryan White resources are used only when a third party payer is not available.

- The Contractor shall (i) have billing, collection, co-pay and sliding fee policies that do not act as a barrier to providing services regardless of the clients ability to pay and (ii) maintain file of individuals refused services with reasons for refusal specified and any complaints from clients with documentation of complaint review and decision reached.

- The Contractor shall ensure that policies and procedures classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the payer of last resort requirement.

Medicaid Certification & Program Income

- Contractors that provide Medicaid-eligible services pursuant to this agreement shall (i) participate in New York State's Medicaid program; (ii) maintain documentation of their Medicaid certification; (iii) maintain file of contracts with Medicaid insurance companies; and (iv) document efforts to obtain Medicaid certification or request waiver where certification is not feasible.

- The Contractor shall bill, track and report to HRI all program income (including drug rebates) pursuant to this agreement that are billed and obtained. Report of program income will be documented by charges, collections and adjustment reports or by the application of a revenue allocation formula.

- The Contractor shall (i) establish policies and procedures for handling Ryan White revenue including program income; (ii) prepare a detailed chart of accounts and general ledger that provide for the tracking of Ryan White revenue; and (iii) make the policies and process available for granted review upon request.

Client Charges

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

Each subcontractor may adopt the following policy for use in their policies and procedures in order to satisfy this legislative requirement.

All clients receiving Ryan White Part B services must meet the following income eligibility requirements. Financial eligibility is based on 500% of the Federal Poverty Level (FPL). Clients above 500% of FPL are not eligible for services. FPL varies based on household size and is updated semi-annually. Financial eligibility is calculated on the gross income available to the household:

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

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

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

Once the 7% cap is reached, the individual may no longer be charged for services.

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

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

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

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

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

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

Time and Effort Reporting

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

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

Quality

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

HRSA National Monitoring Standards

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

requirements for program and fiscal management and oversight based on federal law, regulations, policies, and guidance documents.

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

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

Administration

The Ryan White legislation imposes a cap on contractor administration. The legislative intent is to fund services and keep administrative costs to a minimum. Contractors shall ensure that expenses on administrative costs do not exceed 10% of the total grant.
Administrative expenses may be individually set and may vary; however, the aggregate total of a contractors administrative costs may not exceed the 10% limit. Administrative activities include:

- usual and recognized overhead activities, **including established indirect rates** for agencies;
- management oversight of specific programs funded under the RWHAP; and
- other types of program support such as quality assurance, quality control, and related activities (exclusive of RWHAP CQM).

The portion of direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, counseling rooms, areas dedicated to groups) are not required to be included in the 10% administrative cost cap. Note: by legislation, all indirect expenses must be considered administrative expenses subject to the 10% cap.

For contractors funded by Ryan White Part B, the following programmatic costs are **not** required to be included in the 10% limit on administrative costs; they may be charged to the relevant service category directly associated with such activities specific to the contract:

- Biannual RWHAP client re-certification;
- The portion of malpractice insurance related to RWHAP clinical care;
- Electronic Medical Records (EMR) data entry costs related to RWHAP clinical care and support services;
- The portion of the clinic receptionist's time providing direct RWHAP patient services (e.g., scheduling appointments and other intake activities);
- The portion of medical waste removal and linen services related to the provision of RWHAP services;
- The portion of medical billing staff related to RWHAP services;
- The portion of a supervisor's time devoted to providing professional oversight and direction regarding RWHAP-funded core medical or support service activities, sufficient to assure the delivery of appropriate and high-quality HIV care, to clinicians, case managers, and other individuals providing services to RWHAP clients (would not include general administrative supervision of these individuals); and
- RWHAP clinical quality management (CQM). However, expenses which are clearly administrative in nature cannot be included as CQM costs.

The following items of expense **are considered administrative** and should be included in the column for administrative costs when completing the budget forms.

(A) Salaries

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

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

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

Examples of titles that may in part involve administrative duties: Deputy Executive Director; Program Manager, Program Coordinator, or Clinic Manager. With regard to supervision, the percentage of time devoted to supervising programmatic activities and/or providing overall direction to program activities should be considered programmatic.

In the example below, the Chief Operating Officer and Chief Administrative Officer have wholly administrative positions. As such the entire amount requested from the AIDS Institute for these salaries is transferred into the administrative cost line. The Clinic Manager position is 20% administrative so 20% of the requested salary is considered administrative. A calculation on the Salary budget form page will divide all administrative salaries by the total salaries.
This percentage in the example below (9.93%) may be applied to items in the miscellaneous category that may be shared by program and administrative staff.

Administrative Cost Updates:
AIRS Data entry staff are **not** required to be included in the 10% limit on Administrative Costs for data entry related to core medical and support services provided to Ryan White HIV/AIDS Program (RWHAP) clients.

Some **examples** based on the recent updates are:

- A Receptionist's time providing direct RWHAP patient services is not required to be counted against the 10% administrative cost limit.
- A Supervisor's time devoted to providing professional oversight and direction regarding RWHAP-funded core medical or support service activities is not required to be included in the 10% administrative cost limit.

Job descriptions provided must describe the position's involvement with these activities in order to justify the charges.

Position Title/Incumbent Name(s) List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time. If additional space is needed, copy this page	Hours Worked Per Week Hours worked per week, regardless of funding source.	Annual Salary Salary for 12 months, regardless of funding source.	# of months or pay periods funded on this contract	% of effort worked on this contract	Amount Requested from AIDS Institute Col 3 x Col 4 x Col 5 12 mos. or 26 pp	Third Party Revenue Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)	Administrative Costs Includes administrative staff salaries supported by this contract. [3]
Director of Case Mgt and Treatment Adherence	35	$65,000	12	75.00%	$48,750		
Chief Operating Officer	35	$80,000	12	4.00%	$3,200		$3,200
Chief Administrative Officer	35	$72,000	12	4.00%	$2,880		$2,880
Case Manager I	35	$45,000	12	100.00%	$45,000		
Clinic Manager	35	$30,000	12	100.00%	$30,000		$6,000
Data Entry	35	$29,000	12	20.00%	$5,800		
IT Specialist	35	$30,000	12	4.00%	$1,200		$1,200
SUBTOTAL					$136,830		$13,280
Notes:							9.71% [2]

(B) Fringe

The fringe rate should be applied to the amount of staff salaries devoted to administration ($12,400 in the above example) in order to calculate the amount of administrative fringe benefits. The summary budget form will calculate this amount once the administrative salaries have been identified on the salary page and the fringe rate has been entered on the fringe page.

(C) Supplies

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

(D) Travel

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

(E) Equipment

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

(F) Miscellaneous

Includes any portion of rent, utilities, telecommunications that are not directly related to core medical and support services provided to RWHAP clients. Audit expenses are considered 100% Administrative. Liability insurance can be considered both Administrative and programmatic if a methodology is included by the provider which demonstrates that a portion of the direct service is to RWHAP clients. The percentage of staff time devoted to administration (as calculated on the salary page) should be applied to items of expense shared by program and administrative staff (such as photocopiers, printers, and maintenance agreements).The amount of administrative telecommunications, space and miscellaneous other costs should be entered directly on the miscellaneous budget form.

Cell phone costs for 100% direct program staff will be considered programmatic expenses and should not be charged as administrative costs. If a portion of a staff salary is administrative, then that portion of their cell phone charges must be administrative.

Examples:

- A Case manager has a cell phone whose sole purpose is to use that cell phone for serving Ryan White positive clients would be considered 100% programmatic.
- A Clinic Manager has a cell phone and their administrative effort on the contract is 20%. This means that 20% of the cell phone cost must count towards the 10% administrative cost limit.

(G) Subcontracts/Consultant

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

(H) Indirect

100% of funds budgeted in the indirect line are administrative. Any contractor that has never received a Federal negotiated indirect cost rate may charge a de minimis rate of 10% of modified total direct costs.. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a contractor chooses to negotiate for a rate, which they may apply to do at any time. The total amount of indirect costs requested should be transferred to the administrative cost line on the indirect costs budget form. **All indirect expenses must be considered administrative expenses subject to the 10% cap.**

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

Attachment 8
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
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	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 by 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 recognizant 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 statue 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 statue (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.

ATTACHMENT 15

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS
RFA #22-0001
Outreach and Education to Increase Minority Enrollment in the AIDS Drug Assistance Program (ADAP)

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

Page 1 - Summary Budget

Please list the amount requested for each of the major budget categories. These include:

1. Salaries
2. Fringe Benefits
3. Supplies
4. Travel
5. Equipment
6. Miscellaneous (includes Space, Telecommunications and Other)
7. Subcontracts/Consultants
8. Indirect Costs

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

Page 2- Salaries

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

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

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

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

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

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

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

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

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

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

Column 8: Administrative Costs – include administrative staff salaries supported by this contract. Overall Administrative costs on the contracts are limited to 10% of contract award.

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

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

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

Page 3A – Additional area for Position Descriptions

Page 4 – **Supplies, Travel and Equipment** - Please refer to the instructions regarding the information required in each section.

Page 5 – **Miscellaneous (Telecommunications, Space and Other) -** Please refer to the instructions regarding the information required in each section.

Page 6 –Subcontracts/Consultant/ Indirect Costs
Please indicate any services for which a subcontract or consultant will be used. Include an estimated cost for these services. Indirect Costs are limited to a maximum of 10% direct costs.

Page 7 - Budget Justification
Please provide a narrative justification for each item for which you are requesting reimbursement. (Do not include justification for personal services/positions, as the position descriptions on page 3 serve as this justification.) The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project. **The budget justification should not exceed two-double spaced pages in total.**

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