

**New York State Department of Health
AIDS Institute
and Health Research Inc.**

**Request for Applications (RFA)
RFA #20260 Internal Program #22-0012
Grants Gateway #DOH01-CHIBR-2023**

Corrections Health Initiative:

**Navigation and Essential Support Services for Incarcerated Individuals and Reentrants:
Reissue of Corrections to Community Care for Individuals Living with HIV and/or
Diagnosed with Hepatitis C and Reside in a State Male Correctional Facility**

**To apply, eligible applicants must be prequalified in the New York State Grants Gateway,
unless exempt, and must apply via the New York State Grants Gateway.**

**An applicant may submit up to two (2) applications in response to this RFA.
Each individual HUB/Geographic Service Area must be applied for separately.**

KEY DATES

Release Date:	February 13, 2023
Questions Due:	February 28, 2023, by 4:00 PM ET
Questions, Answers, and Updates Posted: (on or about)	March 14, 2023
Applications Due:	April 4, 2023, by 4:00 PM ET

NYSDOH Contact Name & Address:

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I. INTRODUCTION

The New York State Department of Health AIDS Institute (NYSDOH AI), Division of HIV/STD/Hepatitis C (HCV) Prevention (DOP), Office of Criminal Justice Services (OCJS), and Health Research Inc. (HRI) announce the availability of **\$800,000** annually in New York State (NYS) and federal funds to support the implementation of navigation services, prevention interventions, and support services for individuals living with HIV and/or diagnosed with Hepatitis C (HCV) and reside in a State Male Correctional Facility.

This solicitation prioritizes the provision of in-facility HIV and HCV linkage and navigation services, as well as community reentry interventions for those living with HIV who are recently released /discharged from a correctional facility (CF) and seeks to continue to strengthen and expand the existing partnership between the NYSDOH AI and the NYS DOCCS, which facilitates the effective implementation of prison and community reentry programming. It also supports NYS's implementation of Ending the Epidemic (ETE) goals, ETE Blueprint recommendations and NYS HCV Elimination Strategy for incarcerated individuals and reentrants.

The primary goals of the DOP's Corrections Health Initiative (CHI) are to:

- Address health disparities and inequities by identifying barriers to positive health outcomes and providing relevant prevention, navigation, and essential support services to incarcerated individuals living with HIV and/or diagnosed with HCV prior to and following release;
- Facilitate the prompt access to quality, stigma-free, culturally competent medical care and support services for individuals living with HIV and/or diagnosed with HCV while incarcerated and post-release;
- Offer tools and support to strengthen self-management skills and encourage individuals living with HIV, diagnosed with HCV, and those who are HIV negative to identify and apply personal strengths and self-advocacy skills to achieve positive health outcomes;
- Offer HIV/STI/HCV peer training, education, and support in NYS DOCCS CFs;
- Increase awareness about treatment as prevention and biomedical interventions for those who are HIV negative including Pre-Exposure Prophylaxis (PrEP) and Post Exposure Prophylaxis (PEP);
- Enhance existing sexual health and HCV education efforts while also assisting with linkage to NYS DOCCS HIV testing, sexually transmitted infection (STI), and HCV screening and treatment;
- Integrate trauma-informed approaches and design interventions and services from a stigma-free framework;
- Promote active collaboration and facilitate networking among agencies addressing the health and social service needs for criminal justice-involved individuals to support continuous and coordinated care both in facility and after incarceration; and
- Expand and strengthen the statewide HIV/STI/HCV provider network servicing incarcerated individuals and reentrants with continuity of care, prevention education and reentry services.

A. Background/Intent

On June 29, 2014, New York State announced a three-point plan to move us closer to the end of the AIDS epidemic in New York State. The goal was to achieve the first ever decrease in HIV prevalence in New York State by the end of 2020. The three-point plan:

1. Identifies persons with HIV who remain undiagnosed and link them to health care.
2. Links and retains persons diagnosed with HIV in health care to maximize virus suppression so they remain healthy and prevent further transmission.
3. Facilitates access to Pre-Exposure Prophylaxis (PrEP) for high-risk persons to keep them HIV

negative.

Ending the Epidemic in New York State will maximize the availability of lifesaving, transmission-interrupting treatment for HIV, saving lives and improving the health of New Yorkers. It will move New York from a history of having the worst HIV epidemic in the country to a future where new infections are rare and those living with the disease have normal lifespans with few complications.

The ETE Blueprint (BP)¹ was publicly released on April 29, 2015. This document provides recommendations to support the implementation of the three-point plan. The RFA specifically addresses the following BP#s:

BP8: Enhance and streamline services to support the non-medical needs of all persons with HIV

BP9: Provide enhanced services for patients within correctional and other institutions and specific programming for patients returning home from corrections or other institutional settings

BP11: Undertake a statewide education campaign on PrEP and PEP

BP21: Establish mechanisms for an HIV peer workforce

BP26: Provide HCV testing to persons with HIV and remove restrictions to HCV treatment access based on financial considerations for individuals co-infected with HIV and HCV

Ending the Epidemic Implementation Strategies

Other relevant resources are the National HIV/AIDS Strategy (NHAS), the Sexually Transmitted Infections National Strategic Plan 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

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

In addition, the NYSDOH AI is committed to achieving health equity by promoting the implementation of interventions and services that focus not only on HIV prevention and care efforts, but also on how programs, practices, and policies affect communities of color and other populations that experience health disparities.

2018 Hepatitis C (HCV) Elimination Strategy in NYS

In 2018, NYS implemented a strategy to eliminate HCV that identified six priority areas. One of those areas was re-entry programs for incarcerated individual infected with HCV. This RFA reflects the lessons learned and best practices of the programs currently funded by the NYSDOH AI to address this strategy and to serve the priority populations and communities.⁴

¹ https://www.health.ny.gov/diseases/aids/ending_the_epidemic/docs/blueprint.pdf

² [National HIV/AIDS Strategy for the United States 2022–2025](#)

³ [Prevention Agenda 2019-2024: New York State's Health Improvement Plan \(ny.gov\)](#)

⁴ [Hepatitis C \(ny.gov\)](#)

Partner and Stakeholder Input

The NYSDOH AI conducted a series of virtual meetings with NYS DOCCS and community providers to gather information and assess the ongoing and emerging intervention and service needs of incarcerated individual and reentrants. The development of this RFA was guided by the input received during these meetings.

This RFA is also informed by the lessons learned and best practices of the programs currently funded by the NYSDOH AI to serve the priority populations and communities. This valuable input is reflected in **Attachment 1 – Corrections Health Initiative Guiding Principles** and the **Program Model (Interventions and Services)** funded through this RFA.

Incarceration has a disproportionate health impact on all individuals; however, the impact is even greater for people of color. As per NYS DOCCS, of the 47,459 individuals under custody on January 1, 2019, 45,270 were male (95%), almost half of the male population (48.8%) were African American, and about 25% were Hispanic.⁵ It is the intent of this RFA to support the implementation of programming in NYS correctional facilities that focuses not only on HIV/STI/HCV prevention and care efforts, but also on how programs, practices, and policies affect people of color and other populations that experience health inequities and disparities.

B. Available Funding

Up to **\$800,000** in NYS and HRI funding is available annually to support programs funded through this RFA. Funding will be allocated as stated in the chart below. Awards will not exceed the annual award amounts listed in the chart below.

Funding amounts have been determined using a combination of methods, including the number of facilities in each HUB/Geographic Service Area (**Refer to Attachment 2: NYS DOCCS Facilities Map**), the estimated total incarcerated population in each HUB/Geographic Service Area, the estimated number of incarcerated individuals living with HIV within each NYS DOCCS CF, the estimated number of reentrants living with HIV and are discharged from each HUB/Geographic Service Area, and the number of incarcerated individuals diagnosed with HCV/not on treatment/released treatment not completed.

A total of **\$800,000** in State and HRI funding is available. The award amount is commensurate with the program model to be provided at each specified NYS DOCCS HUB/Geographic Area.

Corrections to Community Care for Individuals Living with HIV and/or Diagnosed with Hepatitis C and Reside in a State Male Correctional Facility			
NYS DOCCS HUB / Geographic Service Area	Correctional Facilities	Award Amount	Number of Awards
Oneida	Hale Creek Marcy Mid-State Mohawk	\$275,000	1
Sullivan	Eastern Otisville Sullivan Ulster Woodbourne	\$275,000	1
Watertown	Cape Vincent Gouverneur Riverview	\$250,000	1

⁵ NYS DOCCS Under Custody Report: Profile of Under Custody Population, January 1, 2019

Agencies may submit multiple applications in response to this RFA; however, applicants **may not submit more than two (2) applications in total**. If an applicant submits more than a total of two (2) applications for this RFA, only the first two (2) will be considered. Any additional applications received after two (2) will not be evaluated and disqualified from further consideration. If submitting more than one (1) application in response to this RFA, applicants must submit a separate application for each HUB/Geographic Service Area in which funding is sought.

- Applicants should indicate the HUB/Geographic Service Area on the **Attachment 3: Application Cover Page**: This is the HUB/Geographic Service Area that will be considered for funding.
- Awards will be made to the highest scoring applicants in each HUB/Geographic Service Area, up to the number of awards indicated.
- If there is an insufficient number of acceptable applications (scoring 70 or above) received for each HUB/Geographic Service Area, the NYSDOH AI/HRI reserves the right to:
 - Fund an application scoring in the range of (60-69); and/or
 - Apply unawarded funding to the next highest scoring applicant(s) in other HUB/Geographic Service Areas.
- If there is an insufficient number of fundable applications in the HUB/Geographic Service Area, the maximum number of awards may not be met. NYSDOH AI/HRI reserves the right to re-solicit any the HUB/Geographic Service Area where there is an insufficient number of fundable applications.
- If funding remains available after the maximum number of acceptable scoring applications is awarded to each HUB/Geographic Service Area, the NYSDOH AI/HRI reserves the right to exceed the maximum number of awards. Remaining funding will be awarded to the next highest acceptable scoring applicant(s) from any HUB/Geographic Service Area until the remaining funding is exhausted, or awards have been made to all acceptable scoring applicants.
- The NYSDOH AI/HRI reserves the right to revise the award amounts as necessary due to changes in availability of funding.
- The NYSDOH AI/HRI reserves the right to reallocate funding in instances of NYS DOCCS correctional facility closure or HUB realignments.
- Should additional funding become available, the NYSDOH AI and HRI may select an organization from the pool of applicants deemed not funded, due to limited resources. If it is determined that the needed expertise/services are not available among these organizations, the NYSDOH AI/HRI reserve the right to establish additional competitive solicitations.

II. WHO MAY APPLY

A. Minimum Eligibility Requirements

All applicants must meet the following minimum eligibility requirements:

- Applicant must be prequalified in the New York State Grants Gateway, if not exempt, on the date the applications are due;
- Applicant must be a not-for-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code; and
- Applicant must submit the **Attachment 4: Statement of Assurances** signed by the Chief

Executive Officer (CEO) or Designee to certify the organization meets all criteria listed on the attachment.

III. PROJECT NARRATIVE/WORK PLAN OUTCOMES

A. Program Model Description

Program Model: This RFA focuses on addressing disparities by supporting interventions and support services that promote the overall health and wellbeing for incarcerated individuals and community reentrants. Fundable interventions and support services (required and optional are explained below. Please review this section and refer to it when responding to **Section V: Completing the Application**.

The program model(s) emphasizes the importance of addressing social determinants of health (SDOH) and providing support and coordination to individuals while incarcerated and following release. The transition from incarceration to the community is a critical period for this population, particularly those living with HIV or diagnosed with HCV. Offering navigation services to meet individual needs in areas such as prevention, housing, health and social services, employment, and other essential support services reduces risk and vulnerability after release, which promotes improved outcomes and health equity (HE). When services are started while incarcerated, continuing these services upon reentry into the community can sustain gains in HIV/HCV health outcomes and behavioral health/substance use treatment⁶.

Demonstration of a Commitment to Health Equity: Health Equity is the fair and just opportunity for everyone to achieve optimal holistic health and well-being regardless of social position or other social or structural determinants of health. This requires addressing avoidable inequalities (e.g., access to affordable and high-quality food, housing, education, health care/services, and safe environments), historical and contemporary injustices (e.g., economic injustice/poverty, racism, classism, ableism, sexism, homophobia, transphobia, xenophobia, and other forms of oppression, discrimination, and/or stigma) and valuing health differences equally. We also acknowledge the historical and structural underpinnings of race, racism, and genocide in the United States that perpetuate many of the racial inequities we see manifested today. Because health equity can never truly be achieved without racial equity, we work toward achieving both.

The NYSDOH AI works closely with its community partners to identify and respond to current needs. The needs are wide and varied, but they center on addressing social determinants, socioeconomic status, education, housing, transportation, employment, cultural competence, access to healthcare services and discrimination.

The NYSDOH AI is committed to ensuring our funded programs and partners are equipped with the knowledge, skills, and expertise to adequately address health and social inequities. We are all accountable to pay attention to the intersections of race and health equity. We are committed to the implementation of new and tailored approaches to address the challenges faced by our Black/Brown, Indigenous, and People of Color (BIPOC) communities. In our mission to ensure that everyone has a fair chance to experience optimal health, we are employing the following health equity principles:

- Be Explicit
- Identify and Effectively Address Racism and Racial Implicit Biases.
- Adopt a “Health in all Policies” Approach.
- Create an Internal Organization-Wide Culture of Equity.
- Respect and Involve Communities in Health Equity Initiatives.
- Measure and Evaluate Progress in Reducing Health Disparities.

⁶ [Principles of Community-based Behavioral Health Services for Justice-involved Individuals: A Research-based Guide \(samhsa.gov\)](https://www.samhsa.gov/2k19/principles-community-based-behavioral-health-services-justice-involved-individuals)

Description of Fundable Intervention(s) and Support Services

HIV and/or HCV Navigation Services (In facility/community): Navigation services is a process to help an individual obtain timely, essential, and appropriate medical, prevention, and support services to optimize their health with priority being given to those within a ≤ 90 -day release date. The goal is to actively engage the client in a comprehensive assessment process to identify critical barriers, gaps, and reentry needs and to develop a Linkage Action Plan (LAP) that offers steps/strategies to eliminate or reduce these barriers/address needs both in facility and following incarceration. Navigation services is a team approach that is accomplished through ongoing and active methods of client engagement (action plan implementation) such as facilitating the scheduling of appointments; offering reminders; and providing education and treatment adherence support. Navigation services is not a one-time encounter with a client; instead, it is intended to support positive change and strengthen an individual's self-management skills. It should be strengths-based, trauma informed, and individualized. **Navigation services funded by this RFA prioritize incarcerated individuals/reentrants living with HIV and/or diagnosed with HCV. Implementation strategies for this intervention must consider setting variations (e.g., CF security level/type, community).**

Peer Training, Support and Education: The NYSDOH AI has, for many years, recognized the important role that peers can play in improving health outcomes and many health and social service programs have a long history of successfully engaging clients in a wide range of activities. [Peer certification](#) is highlighted in the NYS Blueprint for ETE and peer services can play a key role in meeting the state's goals of increasing linkage and retention in care, rates of viral suppression, and preventing new infections. Peer services include activities designed to train individuals to become HIV/STI/HCV peer educators, who in turn provide general HIV/STI/HCV related information to other incarcerated individuals. Peer training services also include support, supervision, and ongoing skills development for peer trainees.

The NYSDOH AI has established a two-phase process for certifying HIV, HCV, and Harm Reduction Peer Workers. The first phase in the certification process is completion of [Foundational Training](#). Foundational Training provides an opportunity for individuals to achieve a level of understanding and mastery of their own HIV/HCV/behavioral health care needs, treatment, and psycho-social needs. These trainings ensure that participants understand the key components of their own care and can address ongoing issues related to recovery, treatment adherence, and can navigate complex systems of health and behavioral health care. Completion of foundational training affords participants an opportunity to "do their own work" to promote personal wellness as a precursor to being able to take on a formal role assisting others.

Funded applicants are required to implement peer programming utilizing the most up to date version of the Criminal Justice Initiative Peer Facilitator Training Curriculum⁷. This curriculum meets the components of Foundational Training requirements for community Peer Certification. Although NYSDOH AI's Peer Certification program is currently only available to individuals living with HIV or HCV, or having experience accessing Harm Reduction services, all interested incarcerated individuals should be enrolled in CJI Peer Training.

Funded applicants are expected to ensure incarcerated individuals participating in Peer programming understand the following pertaining to the Peer Certification program:

- Only individuals living with HIV or HCV, or having experience accessing Harm Reduction services can become NYSDOH Peer Certified;
- All sessions of the CJI Peer Training must be completed for it to be considered part of Foundational Training;

⁷ The most up to date version of the Criminal Justice Initiative Peer Facilitator Training Curriculum will be provided to successful applicants.

- Foundational Training is only the first phase to NYSDOH Peer Certification – additional requirements may apply;
- The completion the second phase of Peer Certification is ONLY available in the community (not in state prisons);
- Experiential / peer service delivery opportunities must be supervised and tracked utilizing Peer files to document training completion, supervision/observations, advanced skill training, time sheets, and resumes; and
- Access to NYS Peer Certification programs across the state is limited. Therefore, an individual that completes the Foundational Training while incarcerated may not be able to complete certification in their home community.

Support Services: Interventions that offer support and employ a health equity lens by integrating multi-level approaches to reach the priority population and address [social determinants of health](#) and [factors that influence negative high risk behaviors](#), participation and retention in program services, care and treatment. Interventions include the implementation of evidence-based practices and activities that address social determinants of health and the underlying causes of risk behaviors such as social isolation, substance use, trauma, childhood sexual abuse and sexual/physical violence, reentry concerns, and other barriers to successful client engagement. Interventions may be provided at a group and individual level.

Education/Health Promotion: Education and health promotion activities that address lack of essential information about HIV/STI/HCV and tackle misconceptions about transmission, prevention, and treatment. Messaging must be clear, specific, consistent, and [culturally and linguistically appropriate](#) and must reflect today's scientific knowledge of HIV/STI/HCV disease progression, its impact on community and individual health, and the importance of early detection and treatment.

Education and health promotion activities can also cover other health conditions that impacted by social determinants of health. (e.g., mental illness, chronic diseases, tobacco/drug use, etc.)

Activities may also include:

- Face to face engagement activities, such as a combination of promotional materials distribution, playing videos;
- Presentation during facility orientation or prior to release/discharge, i.e., Phase I (Introductory) and Phase III (Transitional);
- Discussions or case conferencing with NYS DOCCS Medical/Discharge Planning Unit (DPU), NYS DOCCS Regional Medical Units (RMU), NYS DOCCS Transitional Services, Community Supervision, and other appropriate NYS DOCCS programs; and,
- Presentations to and networking with other community-based providers funded through this RFA.

When appropriate, linkages to HIV/STI/HCV screening should be provided (In facility: NYS DOCCS medical, Community: testing/screening program).

All education material must be from reputable health sources like the Centers for Disease Control or the NYSDOH and/or have prior approval of the NYSDOH AI.

Funded applicants are also expected to integrate condom promotion and education into all funded interventions and services.

[Anti-Retroviral Treatment and Access to Services \(ARTAS\)](#)⁸: ARTAS is an individual-level, multi-session, time-limited intervention designed to link individuals who have been recently diagnosed with

⁸ **Anti-Retroviral Treatment and Access to Services (ARTAS)** is an intervention designed to link individuals who have been recently diagnosed with HIV to medical care. ARTAS is based on a case management model that encourages a client to establish an effective working relationship with a Linkage Coordinator. The intervention has been adapted for this initiative to use with the HCV population.

HIV to medical care. ARTAS is based on the Strengths-based Case Management (SBCM) model, which encourages the client to identify and use personal strengths; create goals for himself/herself; and establish an effective, working relationship with the Linkage Specialist. Through NYSDOH AI's work with a Center of Expertise, ARTAS has been adapted to also serve individuals diagnosed with HCV and for individual on Medication-Assisted Treatment (MAT) in DOCCS.

- a. ARTAS consists of up to five client sessions conducted over a 90-day period or until the client links to medical care – whichever comes first. ARTAS views the community as a resource for the client and client sessions are encouraged to take place outside the office or wherever the client feels most comfortable.
- b. Following the final client session, the client may be linked to a long-term/Ryan White case manager and/or another service delivery system to address his/her longer-term barriers to remaining in care, such as substance use treatment or mental health services.

Intervention Core Elements:

- Build an effective working relationship between the client and LS.
- Focus on a client's strengths:
 - conduct a strengths-based assessment; and
 - encourage each client to identify and use strengths, abilities, and skills to link to medical care and accomplish other goals.
- Facilitate a client's ability to:
 - identify and pursue their own goals; and
 - develop a step-by-step plan to accomplish those goals.
- Maintain a client-driven approach by:
 - conducting one to five structured sessions with each client;
 - conducting active, community-based case management;
 - coordinating and linking each client to available community resources; and
 - advocating on a client's behalf.

Staff training is required to provide this intervention. For information on ARTAS, please reference the Centers for Disease Control [National HIV Classroom Training Center](#).

Program Requirements: *Unless otherwise specified, the interventions and services listed below are required.*

Required:

Interventions / services to be funded include:

- HIV **and/or** HCV Navigation Services
 - Persons Living with HIV: In facility and reentrants released to applicant's catchment area; and
 - Persons Diagnosed with HCV: In facility and reentrants who are not on treatment at time of release and/or are on treatment and will be released prior to treatment completion.
- Peer Training, Support and Education;
- Support Services; and
- [ARTAS](#).

Optional:

- Education/Health Promotion.

Program Requirements:

1. Program Requirements: All applicants selected for funding will be required to:

- a. Implement all required interventions for this RFA and adhere to all objectives, tasks and performance measures as listed in **Attachment 5 - Work Plan**, as per OCJS, DOP and NYSDOH AI guidance.
- b. Complete all staff training as per Initiative guidance.
- c. Utilize OCJS required intervention and client service forms (e.g., client file, peer file, ARTAS, Peer Facilitator Training Curriculum) and adhere to program guidance.
- d. Complete an Authorization for Release of Health Information and Confidential HIV Related Information form DOH-2557 for all navigation clients that lists all relevant NYS DOCCS staff as well as all the grantees funded as result of this RFA.
- e. Provide monthly narrative reports describing the progress of the program with respect to:
 - deliverables;
 - success in meeting the objectives, tasks, and performance measures as listed in **Attachment 5 - Work Plan**;
 - significant accomplishments;
 - barriers encountered; and
 - plans to address identified problems.
- f. Submit program data relevant to documenting progress in achieving objectives and key performance indicators. Applicants are required to use the AIDS Institute Reporting System (AIRS) to report client and aggregate program data. Details on this software product may be obtained by accessing the following Internet address, www.airsny.org. Additional data may be requested via other methods (e.g., client/participant logs).
- g. Use the **Under Custody and Release Count** data provided below in the NYS DOCCS HUB/Geographic Service Area, Table as base for program targets for the proposed HUB/Geographic Service Area to be served.

NYS DOCCS HUB/ Geographic Service Area	Correctional Facilities	Under Custody and Release Count
		HIV Data Source: Bureau of HIV/AIDS Epidemiology HCV Data Source (2019-2020): Bureau of Hepatitis Health Care
Oneida	Hale Creek Marcy Mid-State Mohawk	Living with HIV = 34
		Reentrants Living with HIV = 66
		Diagnosed with HCV/not on treatment/released treatment not completed = 35
Sullivan	Eastern Otisville Sullivan Ulster Woodbourne	Living with HIV = 60
		Reentrants Living with HIV = 33
		Diagnosed with HCV/not on treatment/released treatment not completed = 5
Watertown	Cape Vincent Gouverneur Riverview	Living with HIV = 46
		Reentrants Living with HIV = 23
		Diagnosed with HCV/not on treatment/released treatment not completed = 20

- h. Attend annual provider meeting in Albany, NY and participate in OCJS technical assistance calls.
- i. It is an expectation that funded providers establish means to continue HIV/HCV Navigation Services (HNS) services in cases of correctional facility lockdowns, another NY COVID-19 Pause etc. using virtual technology, tele-health, legal calls, collaborations with DOCCS health services staff, etc. These should be defined in the agencies policies and procedures.

2. Staffing Requirements:

- a. Funded applicants for each of the **HUBs in this RFA: Oneida, Sullivan, and Watertown HUBs** are required to employ a minimum of **one (1) full time (FTE) Linkage Specialist** to work in coordination with other funded initiative providers, NYS DOCCS Medical/DPU and Regional Infection Control Nursing staff as well as NYS DOCCS reentry and transitional services staff. Applicants are required to complete **Attachment 14 – Agency Capacity and Staffing Information**.

IV. ADMINISTRATIVE REQUIREMENTS

A. Issuing Agency

This RFA is issued by the New York State Department of Health AIDS Institute (hereinafter referred to as NYSDOH AI, or the Department), Division of HIV/STD/HCV Prevention and Health Research Inc. (HRI). The Department and HRI are responsible for the requirements specified herein and for the evaluation of all applications. See, Section V.C. (Review and Award Process).

B. Question and Answer Phase

All substantive questions by Applicants with respect to any aspect of the RFA must be submitted in writing to **Rick Cook**, NYSDOH AI at the following email address: CorrectionsRFA@health.ny.gov. This includes Minority and Women Owned Business Enterprise (M/WBE) questions and questions pertaining to the M/WBE forms. See, Section IV.I. (Minority & Women-Owned Business Enterprise (M/WBE) Requirements). Questions of a technical nature related to formatting or other minor details related to preparation of an Application may also be addressed in writing to the email address noted 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.

To the degree possible, each question submitted by a potential Applicant pursuant to the terms of this RFA should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the Cover Page of this RFA.

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

- <https://grantsmanagement.ny.gov/resources-grant-applicants>
- Grants Gateway Videos: <https://grantsmanagement.ny.gov/videos-grant-applicants>
- Grants Gateway Team Email: grantsgateway@its.ny.gov
Phone: 518-474-5595
Hours: Monday thru Friday 8am to 4pm
(Application Completion, Policy, Prequalification and Registration questions)
- Agate Technical Support Help Desk

Phone: 1-800-820-1890

Hours: Monday thru Friday 8am to 8pm

Email: helpdesk@agatesoftware.com

(After hours support w/user names and lockouts)

Prospective Applicants should note that all responses to questions submitted with respect to this RFA which result in clarifications of or exceptions to the terms, conditions, and provisions of this RFA, including those relating to the terms and conditions of the Master Contract for Grants that will be required to be entered into by each successful Applicant, are to be raised prior to the submission of an Application and will be published by the Department to ensure equal access and knowledge by all prospective Applicants at https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx by the date specified on the Cover Page of this RFA.

This RFA has been posted on the NYS Grants Gateway website at:

https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx and a link provided on the Department's public website at: <https://www.health.ny.gov/funding/>.

All Questions must be received by the date and time specified on the Cover Page of this RFA, under “Key Dates”, opposite the heading “Questions Due”.

All questions submitted by email should state the RFA Title and Number set forth on the Cover Page (*RFA# 20260, Corrections Health Initiative*) in the subject line of the email.

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

C. Letter of Interest

Letters of Interest are not a requirement of this RFA.

D. Applicant Conference

An Applicant Conference will not be held for this project.

E. How to File an Application

Applications must be submitted online via the Grants Gateway by the date and time posted on the Cover Page of this RFA under the heading “Key Dates”.

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

To apply for this opportunity (that is, to submit an Application):

1. Log into the [Grants Gateway](#) as either a “Grantee” or “Grantee Contract Signatory”.
2. On the Grants Gateway home page, click the “View Opportunities” button”.

3. Use the search fields to locate an opportunity; search by State agency (NYSDOH) or enter the Grant Opportunity name **Corrections Health Initiative**.
4. Click on “Search” button to initiate the search.
5. Click on the name of the Grant Opportunity from the search results grid and then select the “APPLY FOR GRANT OPPORTUNITY” button located bottom left of the Main page of the Grant Opportunity.

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

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

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

- Not-for-profit Applicants must be prequalified, if not exempt, on the date and time Applications in response to this Requestion for Applications (RFA) are due as specified in the “Key Dates” set forth on the Cover Page of this RFA. Be sure to maintain prequalification status between funding opportunities. **NOTE:** Three of a not-for-profit’s essential financial documents - the IRS990, its Financial Statement, and its Charities Bureau filing - expire on an annual basis. If these documents are allowed to expire, the not-for-profit’s prequalification status expires as well, and it will not be eligible for State grant funding until its documentation is updated and approved, and prequalified status is reinstated.
- Only individuals with the roles “Grantee Contract Signatory” or “Grantee System Administrator” can submit an Application on behalf of an Applicant.
- Prior to submission, the Grants Gateway will automatically initiate a global error checking process to protect against an incomplete Application. An Applicant may need to attend to certain parts of the Application prior to being able to submit the Application successfully. An Applicant must be sure to allow time after pressing the submit button to clean up any global errors that may arise. An Applicant can also run the global error check at any time in the application process. (see p.68 of the Grants Gateway: Vendor User Guide).
- Applicants should use numbers, letters, and underscores when naming their uploaded files. There cannot be any special characters in the uploaded file name. Also, be aware of the restriction on file size (10 MB) when uploading documents. Applicants should ensure that any attachments uploaded with their application are not “protected” or “pass-worded” documents.

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

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

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

**Applications will not be accepted via fax, e-mail, paper copy or hand delivery.
LATE APPLICATIONS WILL NOT BE ACCEPTED.**

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

The Department of Health and HRI reserve the right to:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's or HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications, in the Department's or HRI's sole discretion.
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 Department's and HRI'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. Negotiate with successful Applicants within the scope of the RFA in the best interests of the State or HRI.
13. Conduct contract negotiations with the next responsible Applicant, should the Department or HRI be unsuccessful in negotiating with the selected Applicant.

14. Utilize any and all ideas submitted with the Applications received, at the Department's or HRI's sole discretion.
15. Unless otherwise specified in the RFA, every offer in an Applicant's Application is firm and not revocable for a period of 60 days from the Application opening.
16. Waive or modify minor irregularities in Applications received after prior notification to the Applicant.
17. 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 Applicant's Application and/or to determine an Applicant's compliance with the requirements of the RFA.
18. Eliminate any term of this RFA that cannot be complied with by any of the Applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the State or HRI.

G. Term of Contract

Any State Contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. Any HRI contract resulting from this RFA will be effective only upon approval by HRI. Refer to **Attachment 6 - HRI General Terms and Conditions**.

It is expected that NYS contracts resulting from this RFA will have the following multi-year time period: October 1, 2023 – December 31, 2027.

Continued funding throughout this period is contingent upon availability of funding and state budget appropriations and the Grantee's continued satisfactory performance of its obligations under the Contract. NYSDOH also reserves the right to revise the award amount as necessary due to changes in the availability of funding.

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

HRI-funded contracts resulting from this RFA will be for 12-month terms. The anticipated start date of HRI contracts is October 1, 2023. However, depending on the funding source, the initial contract term could be for a shorter time period. HRI awards may be renewed for up to three additional annual contract periods based on satisfactory performance and availability of funds. HRI reserves the right to revise the award amount as necessary due to changes in the availability of funding.

H. Payment & Reporting Requirements of Grant Awardees

1. The Department may, at its discretion, make an advance payment to a successful not-for-profit grant Applicant under this RFA (a "Grantee") in an amount not to exceed 25% percent of the annual grant provided for under the Grantee's Contract.
2. The Grantee will be required to submit invoices and required reports of expenditures based upon the terms for payment set forth in Attachment A-1 to its Grant Contract to the State's designated payment office (below) or, if requested by the Department, through the Grants Gateway:

FMUVouchers@health.ny.gov

A Grantee must provide complete and accurate billing invoices in order to receive payment of the grant funding provided for under the terms of its Grant Contract. Invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department, and the Office of the State Comptroller (OSC). Payment for invoices submitted by the Grantee shall only be rendered electronically unless payment by paper check is expressly

authorized by the Commissioner of Health, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: <http://www.osc.state.ny.us/epay/index.htm>, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363. Each Grantee acknowledges that it will not receive payment on any claims for reimbursement submitted under its Grant Contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of claims for reimbursement by the State (Department) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work Plan.

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

All payment and reporting requirements will be detailed in Attachment D – Payment and Reporting Schedule of the final NYS Master Grant Contract.

For HRI contracts, contractors will be expected to submit voucher claims and reports of expenditures in the manner that HRI requires. Required forms will be provided with the contract package. For HRI Contracts, payments and reporting requirements will be detailed in Exhibit "C" of the final contract.

I. Minority & Woman-Owned Business Enterprise Requirements

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

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

Business Participation Opportunities for M/WBEs

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

- 1) For Not-for-Profit Applicants: Eligible Expenditures include any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under a contract awarded from this solicitation.
- 2) For-Profit and Municipality Applicants: Eligible Expenditures include the value of the total amount of the Budget provided for the Work Plan in the Grant Contract entered into pursuant to this RFA.

The goal on the Eligible Expenditures portion of a Grant Contract awarded pursuant to this RFA will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms). A Grantee awarded a Grant Contract pursuant to this RFA must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Grant Contract and Grantee will agree under the terms of its Grant Contract that NYSDOH may withhold payment pending receipt of the required M/WBE documentation required by the Department or the OSC. For guidance on how NYSDOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found on this page under “NYS Directory of Certified Firms” and accessed by clicking on the link entitled “Search the Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented by a Grantee to evidence its good faith efforts to encourage M/WBE participation in the performance of its obligations under its Grant Contract.

By submitting an Application, each Applicant and potential Grantee agrees to complete an M/WBE Utilization plan as directed in **Attachment 7** of this RFA. NYSDOH will review the M/WBE Utilization Plan submitted by each Grantee. If a Grantee’s M/WBE Utilization Plan is not accepted, NYSDOH may issue a Notice of Deficiency. If a Notice of Deficiency is issued, Grantee agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt. NYSDOH may disqualify a Grantee as being **non-responsive** under the following circumstances:

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

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

J. Vendor Identification Number

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

If already enrolled in the Vendor File, The Applicant should include the Vendor Identification number in your organization information. If not enrolled, to request assignment of a Vendor Identification number, an Applicant should please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: <https://www.osc.state.ny.us/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>

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

K. Vendor Responsibility Questionnaire

The Department strongly encourages each Applicant to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. The Vendor Responsibility Questionnaire must be updated and certified every six (6) months. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire> or go directly to the VendRep system online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

An Applicant must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

Applicants opting to complete online should complete and upload the Vendor Responsibility Attestation (**Attachment 8**) of the RFA. The Attestation is located under Pre-Submission Uploads and once completed should be uploaded in the same section.

Applicants opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, and upload it with their Application in the Pre-Submission Uploads section in place of the Attestation.

L. Vendor Prequalification for Not-for-Profits

Each not-for-profit Applicant subject to prequalification is required to prequalify prior to submitting its Application in the Grants Gateway.

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

An Application received from a not-for-profit Applicant that (a) has not Registered in the Grants Gateway or (b) has not Prequalified in the Grants Gateway on the Application's due date specified on the Cover Page of this RFA cannot be evaluated. Such Applications will be disqualified from further consideration.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual](#) on the Grants Management Website details the requirements and an [online tutorial](#) are available to walk users through the process.

1) Register for the Grants Gateway

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

If you have previously registered and do not know your Username, please email

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

2) Complete your Prequalification Application

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

3) Submit Your Prequalification Application

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

All potential Applicants are strongly encouraged to begin Grants Gateway Registration and Prequalification process as soon as possible in order to participate in this opportunity.

M. General Specifications

1. By submitting the "Application Form" each Applicant attests to its express authority to sign on behalf of the Applicant.
2. Grantees will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of any Contract awarded pursuant to this RFA 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 Master Contract for Grants. Any exceptions allowed by the Department during the Question and Answer Phase of this RFA (See, Section IV.B.) must be clearly noted in a cover letter included with the Application submitted by an Applicant wishing to incorporate any of such exceptions in its Applicants and in the Grant Contract awarded pursuant to this RFA if it is a successful (funded) Applicant.

4. An Applicant may be disqualified from receiving an award 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, in the State of New York or otherwise.
5. Provisions Upon Default
 - a. If an Applicant is awarded a grant pursuant to this RFA, the services to be performed by the successful Applicant pursuant to the terms of the Grant Contract entered into with the Department shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the Contract resulting from this RFA.
 - b. In the event that the Grantee, through any cause, fails to perform any of the terms, covenants, or promises of any Contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the Contract by giving notice in writing of the fact and date of such termination to the Grantee.
 - c. If, in the judgement of the Department, the Grantee acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any Contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Grantee. In such case the Grantee shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Grantee up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Grantee was engaged in at the time of such termination, subject to audit by the State Comptroller.

V. COMPLETING THE APPLICATION

A. Application Format and Content

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

The Grants Gateway works well in most cases with all browsers, including Microsoft Edge, Google Chrome, Safari, and Firefox. However, you will need to use Internet Explorer Compatibility Mode in Microsoft Edge if you need to save 500-character limit fields in the Work Plan. You can access Internet Explorer mode by right-clicking on a tab in Edge and selecting the option “Reload Tab in Internet Explorer Mode”.

Please respond to each of the sections described below when completing the Grants Gateway online Application. Your responses comprise your Application. Please respond to all items within each section. When responding to the statements and questions, be mindful that Application reviewers may not be familiar with your agency and its services. Your answers should be specific, succinct, and responsive to the statements and questions as outlined. Please be aware that the value assigned to each section described below indicated the relative weight that will be given to each section of your Application when scoring your Application.

It is each Applicant's responsibility to ensure that all materials included in its Application have been properly prepared and submitted. Applications must be submitted via the Grants Gateway by the Application deadline date and time specified on the Cover Page of this RFA.

All applicants are required to complete and upload **Attachment 3: Application Cover Page**. **Attachment 3** should be submitted via the Grants Gateway in the Pre-Submission Uploads section of the online application.

- Pre-Submission Uploads

As a reminder, the following attachments need to be uploaded under the Pre-Submission Uploads section of the Grants Gateway in order to submit an application in the system.

Attachment 3: Application Cover Page
 Attachment 4: Statement of Assurances
 Attachment 7: Minority & Women-Owned Business Enterprise Requirement Forms
 Attachment 8: Vendor Responsibility Attestation
 Attachment 9: Organizational Chart
 Attachment 11: Statement of Activities for the Past Three (3) Years
 Attachment 12: Funding History for HIV and HCV Services
 Attachment 13: Time and Effort Policy
 Attachment 14: Agency Capacity and Staffing Information

When completing the application, applicants should:

- Review Section III. Project Narrative/Work Plan Outcomes of this RFA for information about the required (and optional) interventions and services funded as well as other program and staffing requirements.
- Read the Work Plan (**Attachment 5**) for the specific activities/tasks required for each intervention.
- Incorporate **Corrections Health Initiative Guiding Principles (Attachment 1)** when answering questions, as appropriate.

- Program Specific Questions

Application Format

1.	Program Abstract		Not Scored
2.	Community and Organization Description	Maximum Score:	15 points
3.	Health Equity	Maximum Score:	15 points
4.	Program Design and Implementation	Maximum Score:	50 points
5.	Budget and Justification	Maximum Score:	20 points
6.	Work Plan		<u>Not scored</u>
			100 points

1. Program Abstract **Not Scored**

Applicants should provide a program abstract with the following information:

- 1a) Describe the proposed program. Include the HUB/Geographic Service Area and priority population to be served, what services and interventions will be provided and how.
- 1b) What are the program goals and objectives?
- 1c) What outcomes does your organization expect to achieve?
- 1d) How will success be measured?

2. Community and Agency Description Points

Maximum Score: 15

- 2a) Describe your organization's qualifications, strengths, partnerships, and experience as it relates to this RFA.
- 2b) Indicate the outcomes achieved as a result of any prior grants that require working in correctional settings and the implementation of programming for persons living with HIV and/or individuals diagnosed with HCV.
- 2c) Describe your organization's experience partnering with other community-based agencies that traditionally serve incarcerated individuals and reentrants.
- 2d) Describe your organization's experience in working with NYS DOCCS Medical/DPU, Transitional Services and Community Supervision to ensure in facility coordination of service provision for incarcerated individuals and reentrants. Be specific.
- 2e) Describe your organization's commitment to ETE, Eliminating HCV, and promoting health and health equity for incarcerated and formerly incarcerated individuals, particularly those living with HIV and/or diagnosed with HCV.

3. Health Equity

Maximum Score: 15 Points

- 3a) Which SDOH(s) barriers will you address with the priority population served by this funding?
- 3b) Please provide the most current data that you have used to identify the SDOH barriers affecting the population served by the funding.
- 3c) Describe how will you monitor and evaluate the immediate impact of your efforts to address the SDOH(s). i.e., if you have offered nutrition or housing services, for example, to a client and they have responded, has it improved their adherence with treatment?
- 3d) What is your organization's policy around addressing SDOH(s)? What is the agency's capacity (staff knowledge, staff training, support for collaboration and evaluation) at addressing this?
- 3e) How does the organization's leadership reflect the population served?

4. Program Design and Implementation Points

Maximum Score: 50

- 4a) Describe how your agency will implement a program that meets **all the Program and Staffing Requirements** for this RFA. As a reminder, refer to **Section III. Project Narrative/Work Plan Outcomes** of this RFA for information about the required (and optional) interventions and services for this RFA as well as other program and staffing requirements. Applicants should also review **Attachment 1 - Corrections Health Initiative Guiding Principles** and read **Attachment 5 - Work Plan**.

Instructions: Please address each intervention and service, required and/or optional, and provide a brief description of how it will be implemented.

- 4b) Describe any innovative activities or strategies you plan to use in your program.
- 4c) What are your program's indicators for success? How will you use them to drive program improvement? Be specific.

- 4d) What challenges do you anticipate in implementation of your program and how will you address them? Specifically, briefly address challenges related to the following:
- facility access/clearance,
 - coordination with NYS DOCCS and other funded providers,
 - facility client engagement/recruitment,
 - facility transfers and early releases, and
 - community follow up post release.
- 4e) Indicate how the proposed program will be staffed. Identify the titles, roles, and responsibilities of each position needed to operate and manage the proposed program, including peers (as appropriate) and AIRS data collection and entry. Indicate whether each position is to be hired (TBH) or existing staff. Describe the plan for initial and ongoing staff training and support. Applicants are required to complete **Attachment 14 – Agency Capacity and Staffing Information**. Applicants are instructed to upload **Attachment 14 – Agency Capacity and Staffing Information** and their **Organizational Chart - Attachment 9**, in the Pre-Submission Uploads section of the Grants Gateway online application.
- 4f) Describe the policies and procedures your organization would have in place to ensure provision of consistently high-quality intervention and services. Include a statement regarding the date the policies were first developed, the date the policies were last updated, and the interval at which the policies are reviewed.
- 4g) Describe how your organization will ensure that the interventions and services to be provided are accessible, culturally affirming, and linguistically appropriate.
- 4h) Describe your organization's readiness to undertake program activities in a timely manner.
- 4i) Describe your organizations means to continue HNS services in cases of correctional facility lockdowns, another NY COVID-19 Pause, etc., using virtual technology, tele-health, legal calls, collaborations with DOCCS health services staff, etc.

5. Budget and Justifications

Maximum Score: 20 Points

Complete and submit a budget following these instructions:

- 5a) Applicants are instructed to prepare an annual budget based on the maximum award as listed for the HUB/Geographic Service Area in which they are applying. The budget for year one October 1, 2023 – September 30, 2024 must be entered into the Grants Gateway. Refer to **Attachment 10 - Grants Gateway Expenditure Budget Instructions**. All budget lines should be calculated as whole dollar amounts. All costs should be related to the proposed activities, as described in the application narrative and work plan, and should be justified in detail. All costs should be reasonable and cost-effective. Contracts established resulting from the RFA will be cost reimbursable.
- 5b) 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 FTE's and for the fringe benefits requested.
- 5c) For each item listed under Non-Personal Services, describe how it is necessary for program implementation. Non-Personal Services include: Contractual, Travel, Equipment, Space/Property & Utilities, Operating Expenses and Other costs.
- 5d) For the last three (3) years, does your organizations' Statement of Activities from your yearly audit show that revenues exceeded expenses or expenses exceeded revenue? If the

expenses exceeded revenues, please describe both the cost reduction plan and the deficit reduction plan that will correct this. Please attach the **Statement of Activities from your yearly audit for the last three (3) years as Attachment 11**. The Statement of Activities for the Past three (3) Years must show total support and revenue and total expenditures. The Statement of Activities should be uploaded as **Attachment 11 – Statement of Activities for the Past Three Years** to the Pre-Submission Uploads section of the Grants Gateway online application.

5e) Applicants are required to complete **Attachment 12 - Funding History for HIV and HCV Services** and upload Attachment 12 to the Pre-Submission section of the Grants Gateway online application.

5f) Applicants are required to upload a copy of their **Agency Time and Effort Policy** as **Attachment 13** to the Pre-Submission uploads section of the Grants Gateway online application.

5g) Describe the specific internal controls your agency uses to comply with the Federal Uniform Guidance (2 CFR 200).

5h) Funding requests must adhere to the following guidelines:

- An indirect cost rate of up to 10% of modified total direct costs can be requested. If your organization has a federally approved rate, an indirect cost rate of up to 20% of modified total direct costs can be requested. If your agency has a federally approved rate of less than 20%, the maximum indirect rate that can be requested is the federally approved rate.
- Funding may only be used to expand existing activities and create new activities pursuant to this RFA. Funds may **not** be used to supplant funds for currently existing staff and activities. Agencies currently funded by the NYSDOH AI to provide program services in accordance with the requirements of this RFA must apply for continuation of funding.
- Ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those items determined by NYSDOH/HRI to be inadequately justified in relation to the proposed Work Plan or not fundable under existing federal guidance (Uniform Guidance). The budget amount requested will be reduced to reflect the removal of the ineligible items.
- The budget will be reviewed for thoroughness, accuracy, whether 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 HUB/Geographic Service being served, and overall reasonableness of costs.

6. Work Plan

Not Scored

For the Grants Gateway **Work Plan Project Summary**, applicants are instructed to insert the Project Summary as it is listed in **Corrections Health Initiative Work Plan, Attachment 5** for the funding for which you are applying. In the Grants Gateway **Work Plan Organizational Capacity** section, applicants are instructed to list this as “not applicable.” Any additional Project Summary or Organizational Capacity entered in these areas will not be considered or scored by reviewers of your application.

Applicants are not required to enter the performance measures for each work plan objective in the Grants Gateway Work Plan.

Funded applicants will be held to the Objectives, Tasks and Performance Measures as listed in the Work Plan.

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 and will be available to the public in accordance with the New York State Freedom of Information Law (FOIL). **Any portion of an Application that an Applicant believes constitutes proprietary information entitled to confidential handling, as an exception to the general rule regarding the availability to the public of State agency records under the provisions of the Freedom of Information Law, must be clearly and specifically designated in the Application.** If NYSDOH agrees with the Applicant's claim regarding the proprietary nature of any portion of an Application, the designated portion of the Application will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

C. Review & Award Process

An Application which meets ALL of the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH AI. An Application that does not meet the minimum criteria (PASS/FAIL) will not be evaluated. An Application that does not provide all required information will be omitted from consideration.

In the event of a tie score, the applicant with the highest score for Section 3 – Health Equity – will receive the award.

Applications with minor issues (for example, an Application missing information that is not essential to timely review and would not impact review scores) MAY be processed and evaluated, at the discretion of the State, but any issues with an Application which are identified by the Department **must** be resolved prior to time of award. An Application with unresolved issues at the time award recommendations are made will be determined to be non-responsive and will be disqualified.

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

NYSDOH AI reserves 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 reserves the right to review and rescind all subcontracts.

Applicants will be deemed to fall into one of three categories: 1) not approved, 2) not funded due to limited resources, and 3) approved and funded. Not funded applications may be awarded should additional funds become available.

Once awards have been made pursuant to the terms of this RFA, an Applicant may request a debriefing of their own Application (whether their application was funded or not funded). The debriefing will be limited only to the strengths and weaknesses of the Application submitted by the Applicant requesting a debriefing and will not include any discussion of ANY OTHER Applications. Requests for a debriefing must be received by the Department no later than fifteen (15) Calendar days from date of the award or non-award announcement to the Applicant requesting a debriefing.

To request a debriefing, please send an email to CorrectionsRFA@health.ny.gov. In the subject line, please write: Debriefing Request ***Corrections Health Initiative: Navigation and Essential Support Services for Incarcerated Individuals and Reentrants RFA***.

Any unsuccessful Applicants who wish to protest the award or awards resulting from this RFA should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp>. (Section XI. 17.)

VI. ATTACHMENTS

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

Attachment 1: Corrections Health Initiative Guiding Principles**

Attachment 2: NYS DOCCS Facility Map**

Attachment 3: Application Cover Page*

Attachment 4: Statement of Assurances*

Attachment 5: Work Plan: Corrections Health Initiative: Navigation and Essential Support Services for Incarcerated Individuals and Reentrants: Reissue of Corrections to Community Care for Individuals Living with HIV and/or Diagnosed with Hepatitis C and Reside in a State Male Correctional Facility**

Attachment 6: HRI General Terms and Conditions**

Attachment 7: Minority & Women-Owned Business Enterprise Requirement Forms*

Attachment 8: Vendor Responsibility Attestation*

Attachment 9: Organizational Chart *

Attachment 10: Grants Gateway Expenditure Budget Instructions**

Attachment 11: Statement of Activities for the Past Three (3) Years*

Attachment 12: Funding History for HIV and HCV Services*

Attachment 13: Agency Time and Effort Policy*

Attachment 14: Agency Capacity and Staffing Information *

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

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

Attachment 1

Corrections Health Initiative Guiding Principles

Anti-Stigma Framework: HIV related stigma and discrimination is a recognized barrier to access of HIV prevention and treatment services. While present in all spheres of life, it can be particularly damaging within NYS DOCCS correctional facilities where people living with HIV (or at risk of acquiring HIV) must seek essential care and support services but may be reluctant due to concerns about stigma from peer incarcerated individuals and/or NYS DOCCS staff⁹. Applicants are expected to contribute to the establishment of stigma and discrimination-free correctional facilities. A stigma-free correctional facility is one where individuals living with HIV and other affected/key populations are treated with respect, compassion, and equity.

Understanding and Awareness for the Culture and Rules of Corrections: It is important for community-based organizations who are providing services in NYS DOCCS correctional facilities to understand the unique system and culture of the correctional environment. Training and resources should be provided to all initiative staff on NYS DOCCS systems, protocols, and culture. (Resource from the National Minority AIDS Council: *First Steps: Understanding the Culture of Corrections* https://img.thebody.com/nmac/prison_culture.pdf).

Trauma-Informed Services: Trauma-informed services recognize that trauma plays a role in justice involvement. Traumatic events, particularly exposure to repeated events, can impact the structure and function of the brain—especially in younger individuals—and influence subsequent coping responses to stress and everyday life events. This may result in unhealthy, detrimental responses to stressful situations. Reentry services must include trauma-informed practices to effectively address program participant needs. Although traumatic experiences can affect both men and women involved in the justice system, women experience trauma at a higher rate than men do and more often experience negative consequences of trauma (e.g., post-traumatic stress disorder).

Medical Self-Management: Self-management interventions, such as self-monitoring and informed decision making, can lead to improvements in health outcomes and health status, and builds client confidence. Medical self-management support transforms the client provider relationship into a more collaborative partnership and organizes the health care team around the pivotal role of the patient in their care. The process engages clients and providers to identify health goals, choose specific actions, acquire needed information, and monitor progress.

Health Equity at Every Point of Contact: There are many racial, ethnic, and socioeconomic inequalities that affect justice-involved people throughout the United States. Consequently, the [Healthy People 2030's](#) overarching framework and goals should be considered when working with incarcerated and formerly incarcerated individuals.

These include:

- Attain healthy, thriving lives and well-being free of preventable disease, disability, injury, and premature death;

⁹ <http://link.springer.com/article/10.1007/s10461-015-1098-7>

- Eliminate health disparities, achieve health equity, and attain health literacy to improve the health and well-being of all;
- Create social, physical, and economic environments that promote attaining the full potential for health and well-being for all;
- Promote healthy development, healthy behaviors, and well-being across all life stages; and
- Engage leadership, key constituents, and the public across multiple sectors to take action and design policies that improve the health and well-being of all.

Cultural Competency: Providing [Culturally and Linguistically Appropriate Services in Health and Health Care \(CLAS\)](#) is one strategy to help eliminate health inequities. CLAS is about respect and responsiveness: *Respect the whole individual and respond to the individual's health needs and preferences*. By tailoring services to an individual's culture and language preferences, health professionals can help bring about positive health outcomes for program participants. Some researchers also recommend that prison culture be included in a culturally competent framework for addressing reentry and other needs of individuals who have experienced incarceration. In addition, addressing other social determinants of health including safe housing; transportation; racism, discrimination, and violence; education, job opportunities, and income; and access to nutritious foods and physical activity opportunities are important for achieving improved health outcomes.

Health Literacy¹⁰: [Health literacy](#) impacts all levels of the health care delivery system and it is a central focus of Healthy People 2030. One of the initiative's overarching goals demonstrates this focus: "Eliminate health disparities, achieve health equity, and attain health literacy to improve the health and well-being of all." The [National Action Plan to Improve Health Literacy](#) seeks to engage organizations, professionals, policymakers, communities, individuals, and families in a linked, multi-sector effort to improve health literacy.

The Action Plan is based on 2 core principles: 1) All people have the right to health information that helps them make informed decisions, 2) Health services should be delivered in ways that are easy to understand and that improve health, longevity, and quality of life. The Action Plan contains seven (7) goals that will improve health literacy and strategies for achieving them:

- Develop and disseminate health and safety information that is accurate, accessible, and actionable;
- Promote changes in the health care system that improve health information, communication, informed decision-making, and access to quality health services;
- Incorporate accurate, standards-based, and developmentally appropriate health and science information and curricula in childcare and education through the university level;
- Support and expand local efforts to provide adult education, English language instruction, and culturally and linguistically appropriate health information services in the community;
- Build partnerships, develop guidance, and change policies;
- Increase basic research and the development, implementation, and evaluation of practices and interventions to improve health literacy; and

¹⁰ U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). National Action Plan to Improve Health Literacy. Washington, DC: Author

- Increase the dissemination and use of evidence-based health literacy practices and interventions.

Many of the strategies highlight actions that organizations or professions can take to further these goals. By focusing on health literacy issues and working together, we can improve the accessibility, quality, and safety of health care; reduce costs; and improve the health and quality of life of millions of people in the United States.

NEW YORK STATE

Corrections and Community Supervision

Central New York Region

Western Region

Hudson Valley Region

New York City Area

Manhattan-Staten Island Region

Brooklyn Region

Queens - Long Island Region

Queens-Long Island Region

Correctional Facility Legend

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- MINIMUM CORRECTIONAL FACILITIES
- DRUG TREATMENT CAMPUS
- RECEPTION CENTERS
- WORK RELEASE
- SHOCK INCARCERATION
- CASAT

Community Supervision Office Legend

- ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- REGIONAL ADMINISTRATION OFFICE
- REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES

MAXIMUM SECURITY

- ATTICA
- AUBURN
- BEDFORD HILLS (FEMALES)
- CLINTON
- COXSACKIE
- DOWNSTATE
- EASTERN NY
- ELMIRA
- FIVE POINTS
- GREAT MEADOW
- GREEN HAVEN
- SHAWUNK
- SING SING
- SOUTHPORT
- SULLIVAN
- UPSTATE
- WENDE

MEDIUM SECURITY

- ADIRONDACK
- ALBION (FEMALES)
- ALTONA
- BARE HILL
- CAPE VINCENT
- CAYUGA
- COLLINS
- FISHKILL
- TACONIC (FEMALES)
- GOVERNEUR
- GREENE
- GROVELAND
- HALE CREEK
- HUDSON
- MARCY
- MID-STATE
- MOHAWK
- OGDENSBURG
- ORLEANS
- OTISVILLE
- RIVERVIEW
- FRANKLIN
- ULSTER
- WALKKILL
- WASHINGTON
- WOODBOURNE
- WYOMING

MINIMUM SECURITY

- EDGECOMBE
- LAKEVIEW
- MORRIS SHOCK
- QUEENSBORO
- ROCHESTER

DRUG TREATMENT CAMPUS

- WILLARD (FEMALES)

Attachment 5–Work Plan Summary
RFA #20260

PROJECT NAME: Corrections Health Initiative: Navigation and Essential Support Services for Incarcerated Individuals and Reentrants: Reissue of Corrections to Community Care for Individuals Living with HIV and/or Diagnosed with Hepatitis C and Reside in a State Male Correctional Facility

CONTRACTOR SFS PAYEE NAME:

CONTRACT PERIOD: From: October 1, 2023

To: December 31, 2027

This project supports a high impact approach to prevention efforts and funds the Corrections Health Initiative (CHI), which responds to the prevention and support service needs of incarcerated individuals living with HIV and/or hepatitis C (HCV - both mono and co-infected) and those who engage in high-risk behaviors. It prioritizes the provision of in facility HIV and HCV navigation services (NS), as well as community reentry interventions for those living with HIV who are recently released /discharged from a correctional facility (CF) and seeks to continue to strengthen and expand the existing partnership between the New York State Department of Health AIDS Institute (NYSDOH AI) and the NYS Department of Corrections and Community Supervision (NYS DOCCS), which facilitates the effective implementation of prison and community reentry programming. It also supports NYS's implementation of Ending the Epidemic (ETE) goals, ETE Blueprint recommendations and NYS HCV Elimination Strategy for incarcerated individuals and reentrants.

The project will support the following interventions/services:

Required:

- In-facility HIV Navigation Services (HNS) to individuals living with HIV and/or diagnosed with HCV and not on treatment **and/or** are on treatment and will be released prior to treatment completion. Priority must be given to those who are within 90 days of release;
- Community reentry planning coordination that seeks to strengthen the capacity of individuals living with HIV and/or diagnosed with HCV leaving a NYS correctional facility with a focus on addressing barriers to reentry and offering services that facilitate maintaining/achieving positive medical outcomes;
- Time-limited effective intervention that support medical care engagement, Anti-retroviral Treatment and Access to Services (ARTAS) to individuals living with HIV and/or diagnosed with HCV who are treatment naïve, not treatment adherent or who are not virally suppressed;
- Activities designed to support and train peers in topics related to HIV/STI/HCV transmission, testing, prevention, treatment and stigma, harm reduction, HCV reinfection;
- Prevention and support services that address HIV/STI/HCV related risk behaviors post release; and
- Connection to medical care and appropriate linkage to partner services and prevention interventions.

Optional:

- Education / health promotion activities to incarcerated persons.

Funded interventions and services are designed to address the HIV/STI/HCV related medical, prevention and support needs of incarcerated

individuals from admission through the months following release, provide referrals and linkages to prevention services for individuals who engage in high-risk behaviors (e.g., education, peer training, partner services), support services, and diminish HIV and/or HCV stigma and risk of transmission and HCV reinfection.

Coordination with in-facility NYS DOCCS Medical/Regional Infection Control Nurses (RICNs)/Discharge Planning Unit, NYS DOCCS Transitional Services, NYS DOCCS Community Supervision, community Health Homes, community-based CHI funded providers, HCV Care and Treatment Providers, Community HCV Navigators as well Regional/Targeted Prevention and Support Service Providers is imperative to facilitate access to care and treatment and prevention to support care engagement and continuation.

Flexibility in programming is necessary to ensure that resources are effectively directed to the populations and communities most in need. Funded activities and deliverables may be modified at any point in this contract upon direction of the NYSDOH AI to address emerging needs or disparities, emerging HIV/STI/HCV epidemiologic patterns, or to accommodate advances in best practice.

It is an expectation that funded providers establish means to continue HNS services in cases of correctional facility lockdowns, another NY COVID-19 Pause etc. through the use of virtual technology, tele-health, legal calls, collaborations with DOCCS health services staff, etc. These should be defined in the agency's policies and procedures.

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

Funded applicants will be held to the Objective, Tasks and Performance Measures as listed in Attachment 5: Work Plan. Applicants are not required to enter any Objectives, Tasks or Performance Measures into the Grants Gateway Work Plan.

**Attachment 5 –Work Plan
DETAIL**

OBJECTIVE	TASKS	PERFORMANCE MEASURES
1: Hire/train contract staff.	1.1 Recruit and hire contract staff.	1.1.1 Contract staff are hired within three (3) months of contract start date.
	1.2 The Linkage Specialist(s) [LS(s)] will meet all training requirements as per initiative guidance.	1.2.1 The LS(s) will complete all required trainings within (3) months of hire date.
	1.3 Other contract staff (e.g., Prevention) will meet all training requirements as per initiative guidance.	1.3.1 Other contract staff will complete all required trainings within (3) months of hire date.
	1.4 Apply for NYS DOCCS facility clearance for LS(s) and other staff as appropriate.	1.4.1 Obtain facility clearance for the Linkage Specialist for entry into NYS DOCCS within 3 months of hire date.
	1.5 Establish program policies and procedures (P&P) to guide programming and promote compliance with initiative expectations.	1.5.1 Update P&P within 3 months of contract start date.
	1.6 Provide program oversight and monitor progress in meeting program outcomes.	1.6.1 Ensure contractual obligations are met and outcomes are achieved.
2: Conduct in facility HIV and/or HCV Navigation Services.	2.1 Promote in facility HIV and/or HCV Navigation Services to individuals who are living with HIV and/or are diagnosed with HCV, particularly if not in treatment.	2.1.1 Conduct 1 activity a per month to promote in facility navigation services.
	2.2. Utilize existing mechanisms for data sharing between NYSDOH AI, NYS DOCCS staff and your agency and use HIV surveillance, corrections, and other programmatic data to identify eligible individuals.	2.2.1 100% of promotional activities performed will focus on client recruitment and promote program participation.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
	2.3 Enroll eligible individuals living with HIV and/or diagnosed HCV who are interested in NS and conduct a comprehensive behavioral risk and needs assessment (CBRNA). <u>Priority must be given to those within 90 days of their anticipated release date.</u>	2.3.1 100% of HNS enrolled clients enrolled who are <u>within 90 days of their anticipated release date</u> will receive an CBRNA.
	2.4 Develop/complete a Linkage Action Plan (LAP) for each enrolled participant that outlines steps to address any in facility care engagement and treatment adherence and prevention barriers, with priority given those that are within 90 of release.	2.4.1 90% of NS enrolled clients will complete a LAP.
	2.5 Link enrolled clients to in facility medical care and treatment as per needs assessment and action plan. Coordinate with NYS DOCCS Health Services.	2.5.1 100% of NS enrolled clients will be linked to medical care and treatment in NYS DOCCS.
	2.6 Link enrolled client to in facility prevention, and support services as per needs assessment and action plan.	2.6.1 100% of NS enrolled clients will be linked to in facility prevention and support services.
	2.7 Create, maintain, and keep secure a client file for all individuals living with HIV and individuals living with HCV enrolled in NS. Use the approved initiative forms and complete the DOH-2557.	2.7.1 90% of NS enrolled clients will have a client file that include all required initiative forms and the DOH-2557. Forms will be completed timely and accurately.
	2.8 Document all interventions services provided, referrals and linkage outcomes in the AIDS Institute Reporting System (AIRS).	2.8.1 All interventions and services provided will be documented reported in AIRS.
3: Coordinate reentry for enrolled HIV/HCV clients.	3.1 Meet with enrolled NS clients to reassess the CBRNA and LAP prior to reentry. Establish medical referrals and care coordination to community-based agencies for all NS clients per funding application guidance including completion of CBRNA and LAP.	3.1.1 CBRNA and LAP will be updated for 90% of enrolled NS clients with a release date of less than 90 days.
	3.2 Coordinate the completion of the LAP with NYSDOCCS DPU, RICN, and community supervision staff. Verify release date, county, and condition of release.	3.2.1 90% of enrolled clients will be connected to a Linkage Specialist in the community within 90 days of release from a NYS DOCCS facility.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
	3.3 Provide a copy of the LAP to the client for reference.	3.3.1 90% of clients will be released with a copy of the LAP.
	3.4 Establish active referrals with community-based agencies for all individuals living with HIV and/or HCV who are enrolled in the program.	3.4.1 All referrals will be actively secured.
	3.5 Verify and document connection with the agency reentrant is being referred to within three business days following release. For HCV clients, link to HCV Care & Treatment Provider and/or HCV Navigators. In NYC, connect to CHI funded Community LS .	3.5.1 100% of clients will receive follow up two weeks after release date to ensure client successfully accessed care and services identified in the LAP.
	3.6 Conduct follow up within two weeks to ensure client successfully accessed care and services identified in the LAP. If client has not accessed services, coordinate with referral entity in the community to identify reasons and attempt to re-engage.	3.6.1 100% of linkage outcomes related will be documented in the client file and in AIRS.
	3.7 Document all HIV treatment outcomes achieved in facility (prior to release) as per initiative guidance and expectations (e.g., in the program participant file, logs, and AIRS).	3.7.1 100% of HIV treatment outcomes will be documented.
	3.8 Document all HCV treatment as per initiative guidance and expectations (HCV module in AIRS).	3.8.1 100% of HCV treatment outcomes will be documented.
4: Implement in facility peer programming.	4.1 Provide peer education, training, and support services to incarcerated individuals interested in this intervention. Use the initiative approved CJI Peer Facilitator Training curriculum.	4.1.1 Meet 85% of service targets for this intervention.
	4.2 Recruit peers and provide peer facilitator training.	4.2.1 75% of recruited peers complete the peer training.
	4.3 Utilize trained peers to assist with program promotion and participant recruitment efforts. When possible, provide experiential / peer service delivery opportunities.	4.3.1 75% of trained peers will assist in the delivery of program activities.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
	4.4 Supervise and track progress utilizing Peer files to document training completion, supervision/observations. Use a log to track hours.	4.4.1 100% of enrolled peers will receive supervision/feedback.
5. Implement Anti-retroviral Treatment and Access to Services (ARTAS).	5.1 Provide in facility ARTAS to eligible participants as per intervention guidance.	5.1.1 Meet 85% of service targets for this intervention.
	5.2 Enroll eligible participants.	5.2.1 85% of eligible individuals will enroll be in enrolled in ARTAS.
	5.3 Conduct an assessment to identify barriers to treatment engagement or adherence and provide education and goal setting to minimize/eliminate barriers.	5.3.1 100% of enrolled ARTAS participants will have a client file documenting intervention progress and outcomes.
	5.4 Link all ARTAS participants to NYS DOCCS health services for care and treatment and monitor their treatment adherence and viral suppression.	5.4.1 80% of ARTAS participants will engage in treatment, become treatment adherent, or will achieve viral suppression.
6. Implement education, trainings, and health promotion (optional).	6.1 Address lack of essential information about HIV/STI/HCV and tackle misconceptions about transmission, prevention, and treatment.	6.1.1 Meet 85% of service targets for this intervention.
	6.2 Ensure messaging is clear, specific, consistent, and culturally and linguistically appropriate and consistent with scientific knowledge of HIV/STI/HCV.	6.2.1 100% of educational events will incorporate clear, appropriate, and accurate messaging.
7. Promote sexual health including condom education.	7.1 Increase participant awareness about sexual health and provide information about correct condom use and negotiation strategies.	7.1.1 95% of participants will be educated on condom use and negotiation strategies.
8. Increase correct and consistent female and male condom use.	8.1 Provide experimental opportunities for condom use skill building when appropriate/ permissible in the correctional facility.	8.1.1 100% of clients engaged in services will receive education on the importance of correct and consistent condom use.
9. Advance health equity.	9.1 Identify factors that negatively affect access to medical care and treatment (in facility and upon reentry).	9.1.1 Use the CBRNA to identify causes that prevent individuals from active care engagement.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
	9.2 Identify resources to assist with minimizing barriers to medical care and treatment (in facility and upon reentry).	9.2.1 Develop and maintain resource information and service agreements/partnerships to address issues and minimize barriers to care engagement.
10. Submit timely data reports.	10.1 Collect and submit program data in accordance with data map, initiative guidance and Division/AIDS Institute protocols.	10.1.1 100% of initiative required data will be collected and reported to the AI.
	10.2 Submit monthly AIRS extracts to the NYSDOH AI via the Health Commerce System (HCS). Data must be up to date (within 30 days of last service).	10.2.1 100% of data extracts submitted will be submitted by the due date. Data will be up to date (within 30 days of last service).
11. Submit timely narrative reports.	11.1 Create and submit narrative reports in accordance with initiative guidance and Division/NYSDOH AI protocols.	11.1.1 100% of monthly narrative reports will be submitted as per protocols and by the established deadlines.
12. Submit timely fiscal reports/documents.	12.1 Create and submit fiscal reports/documents (e.g., voucher claims, budget modifications, audits, etc.) in accordance with Division/NYSDOH AI protocols and the master contract.	12.1.1 100% of fiscal reports/documents as per protocols by the established deadlines.
13. Engage in continuous quality improvement (CQI) for program activities.	13.1 Ensure program staff are aware of contract expectations and have the resources needed to effectively implement the program (e.g., work plan, projections, key performance indicators, initiative guidance, program policies and procedures).	13.1.1 Inform staff of contract expectations and provide resources/guidance/training and maintain training logs for staff.
	13.2 Routine QI Reviews of Client Files to ensure outcomes, service delivery and referrals follow-up is documented.	13.2.1 Conduct monthly program, client file and data review and discuss internally with program staff.
	13.3 Routinely examine agency data using NYSDOH AI reports available through External Reporting Application (ERA). Discuss data internally with program staff.	13.3.1 Participate in a minimum of 4 quarterly calls per year with the contract manager to review data and assess progress in meeting contractual expectations.
	13.4 Meet with contract manager to review data, identify gaps and strategize solutions.	13.4.1 100% of deficiencies identified will be corrected.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
	13.5 Implement corrective action activities to address programmatic and data-related deficiencies.	13.5.1 Number (and %) of programmatic changes made because of quality improvement activities.
	13.6 Use findings to guide programming and make program changes. Communicate changes to program staff.	13.6.1 All findings will be used to guide programming.
14. Engage in CQI for fiscal activities.	14.1 Routinely review expenditures associated with the contract to ensure vouchers are submitted timely and use of contract funds is maximized.	14.1.1 Conduct a review of contract spending quarterly (at a minimum) and discuss internally with appropriate staff.
	14.2 Discuss program budget and spending internally with fiscal and program staff as appropriate.	14.2.1 Participate in a minimum of 4 quarterly calls per year with the contract manager to review/assess progress in meeting contractual expectations as it relates to voucher submission and spending.
	14.3 Implement corrective action activities to address any deficiencies.	14.3.1 100% of deficiencies will be corrected.
15. Engage in CQI activities for all service elements.	15.1 Routinely examine program data using reports available through External Reporting Application (ERA); discuss data internally and with the NYSDOH AI Contract Manager.	15.1.1 Participate in 4 quarterly calls per year with the AI CHI Director and the NYSDOH AI Contract Manager to review data and assess progress in meeting contractual expectations.
	15.2 Implement corrective action plans to address programmatic and data-related deficiencies.	15.2.1 100% of corrective actions will be implemented.
	15.3 Use quality improvement activities to guide future programming and make modifications.	15.3.1 Attend in-person CHI Provider trainings held by the AI.
16: Flexibility in programming for directing resources effectively	16.1 Flexibility in programming is necessary to ensure that resources are effectively directed to the populations and communities most in need.	16.1.1 N/A

OBJECTIVE	TASKS	PERFORMANCE MEASURES
	16.2 Contract activities & deliverables may be modified at any point in this contract upon direction of the NYSDOH AI to address emerging needs or disparities, emerging HIV/STI/HCV epidemiologic patterns, or to accommodate advances in best practice.	16.2.1 Aid with non-work plan public health issues if/when they arise.
	16.3 Assist with other priority public health issues if/when they arise (e.g., local STI case increases, outbreaks, emergency situations, etc.). The contract manager must approve non-work plan work.	16.3.1 Aid with non-work plan public health issues if/when they arise.

Attachment 6

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 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: (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.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

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

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

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane*

- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.
- e) Equal Employment Opportunity – for all agreements

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

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

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

- f) National Labor Relations Act (Executive Order 13496)

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

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

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

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

- 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
 - c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
 - d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
 - e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
 - f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
 - g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
 - i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

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

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

19. Required Federal Certifications –

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

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.

- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

Attachment 10

Grants Gateway Expenditure Budget Instructions

This guidance document is intended to help applicants with understanding the types and level of detail required in Grants Gateway for each individual budget line. For Grantee questions and instructions about entering an application in the Grants Gateway, please go to [Resources for Grant Applicants | Grants Management \(ny.gov\)](#) for more training and guidance resources.

Please be aware of the following:

- AIDS Institute Program Managers may require additional information or clarification necessary for approval of requested amounts on funded applications; and
- The allowability of costs are subject to the OMB Uniform Guidance. (<https://www.cfo.gov/financial-assistance/resources/uniform-guidance.html>)

Grants Gateway Categories of Expense

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

1. Personal Services

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

2. Non-Personal Services

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

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

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

PERSONAL SERVICES – SALARY

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

Details:

- **Position/Title:** Enter the title and the incumbent’s name. If the position is yet to be filled, enter “TBH” (to be hired.)

- **Role/Responsibility:** Enter the position description, including the duties supported by the contract.

Financial:

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

Items to Note:

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

PERSONAL SERVICES - FRINGE

Details:

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

Financial:

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

CONTRACTUAL

Details:

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

Financial:

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

TRAVEL

Details:

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

Financial:

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

EQUIPMENT

Details:

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

Financial:

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

Items to Note:

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

SPACE/PROPERTY RENT or Own

Details:

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

Financial:

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

UTILITY

Details:

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

Financial:

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

OPERATING EXPENSES

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

Details:

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

Financial:

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

Items to Note:

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

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

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

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

OTHER

Details:

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

Financial:

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

Items to Note:

- An indirect cost rate of up to 10% of modified total direct costs can be requested.
- If your organization has a federally approved rate, an indirect cost rate of up to 20% of modified total direct costs can be requested. If your agency has a federally approved rate of less than 20%, the maximum indirect rate that can be requested is the federally approved rate.
- No cost that is billed directly to this contract can be part of the indirect rate.