REQUEST FOR PROPOSALS (RFP)

FOR

HIV/AIDS PREVENTION SERVICES

Promoting School and Community Partnerships for Prevention of HIV/AIDS in Alabama Youth/Adolescents

Alabama Department of Public Health
Bureau of Communicable Disease
Division of HIV/AIDS Prevention & Care

February 11, 2019
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SECTION A. INTRODUCTION

A.1 BACKGROUND AND PROJECT DESCRIPTION

Many high school students nationwide are engaged in risk behaviors associated with the Human Immunodeficiency Virus (HIV), Sexually Transmitted Infections (STIs) and related risky behaviors which may increase transmission risks. Young people ages 13-24 in the United States (U.S.) have never known a world without HIV; one in five HIV infections occur in individuals between these ages. Despite HIV always being a part of their lives, youth today may not be aware of the most up-to-date facts on how HIV affects them and their peers. According to the CDC, “schools are critical settings for preparing students academically, they are also vital partners in helping young people take responsibility for their own health”. See, https://www.cdc.gov/healthyyouth/sexualbehaviors/pdf/effective_hiv.pdf  The annual National Youth HIV & AIDS Awareness Day (NYHAAD) serves as a reminder that investing in young people’s health and education is a critical step to achieving an AIDS-free generation. Addressing HIV in youth requires that young people are provided the tools they need to reduce their risk, make healthy decisions, and get treatment and care if needed.

Since there is no cure for HIV, the goal of the funding proposal is to support a program using an innovative approach to reduce the incidence of risky behaviors leading to infection in youth, ages 13 -18. This adolescent prevention program, an Alabama statewide initiative, should emphasize strategies of: instructor coordination/facilitation health promotion leadership including professional development; student-led programs/projects; and peer helping activities implemented as a school approved 1) elective class, 2) integration within an established class unit or 3) an extra-curricular activity (a minimally desired alternative).

Youth aged 13 to 24 accounted for an estimated 21% of all new HIV infections in the United States in 2016 according to the Centers for Disease Control and Prevention (CDC). Highlighted below are some of the prevention challenges in reaching youth.

- **Low perception of risk.** A majority of 15- to 24-year-olds in the United States responding to a Kaiser Family Foundation survey said they were not concerned about becoming infected with HIV, which means they may not take measures to protect their health.
- **Low rates of testing.** It is estimated that in 2015, only 10% of high school students have been tested for HIV. Almost 60% of youth aged 13 to 24 with HIV in the United States were unaware of their infection, are not getting treated, and can unknowingly pass the virus on to others.
- **High rates of sexually transmitted infections (STIs).** Some of the highest STI rates in the United States are among youth aged 20 to 24, especially those of minority races and ethnicities. The presence of an STI greatly increases a person’s likelihood of acquiring or transmitting HIV.
- **Substance use.** Nearly half (47%) of youth aged 12 to 20 reported current alcohol use in 2011, and 10% of youth aged 12 to 17 said they were current users of illicit drugs.
Substance use has been linked to HIV infection because both casual and chronic substance users are more likely to engage in high-risk behaviors, such as sex without a condom, when they are under the influence of drugs or alcohol.

- Inadequate HIV prevention education. Young people are not always reached by effective HIV interventions or prevention education.

The Alabama Department of Education (ADOE) has traditionally collected data in Alabama schools through the “Youth Risk Behavior Surveillance” (YRBSS) program of the Centers for Disease Control and Prevention (CDC) which shows increase trends in risky behaviors in Alabama’s youth however, the recent 2017 report does not include current Alabama specific data; available data is in the “Youth Risk Behavior Surveillance, 2011” (http://www.cdc.gov/mmwr-pdf-ss-ss6104.pdf)

The National HIV/AIDS Strategy 2020 (NHAS), a domestic HIV/AIDS policy (initiated July, 2010 under President Barack Obama), is the nation’s overarching ambitious HIV prevention strategy for combating the epidemic. There are three primary goals for NHAS 2020: 1) reducing the number of people who become infected with HIV; 2) increasing access to care and improving health outcomes for people living with HIV; and, 3) reducing HIV-related health disparities. The NHAS footprint has spawned many new and innovative prevention initiatives. It establishes clear priorities for increasing High Impact Prevention efforts in reducing new infections (Goal One) which is the main emphasis of this application. See, https://files.hiv.gov/s3fs-public/nhas-2020-community-action-plan.pdf.

Beginning June 1, 2019 the Alabama Department of Public Health, with funds awarded through a competitive proposal process will award one (1) contractor to implement activities supporting the Division’s HIV/AIDS Prevention Goal, Objectives and Activities stated in this RFP. The annual project award will be for the amount of $200,000 contingent on the availability of funds. This RFP is issued to solicit proposals for applicants that can demonstrate a track record and the capacity to execute an HIV prevention state-based-peer-based collaboration supported by public health and education partners statewide. This new RFP supports successfully sustaining established program activities from 2019 – 2024, contingent on the availability of continuous funding.

**Goal:** Reduce incidence of risky behaviors leading to infection in youth, ages 13 –18.

**Objectives:**
1) To prevent and reduce risk behaviors associated with the transmission of HIV;
2) To promote healthy living in adolescents;
3) To seek to reduce disparities within population groups identified by state and federal surveillance systems impacted by this application;
4) To respond to emerging adolescent needs; and
5) To fully implement a strategy to address goal one of the NHAS and High Impact Prevention (HIP) initiative as recommended by the CDC.
The following **Recommended Activities** corresponding to NHAS and the CDC’s High-Impact Prevention (HIP) approach to reducing new HIV infections by using combinations of scientifically proven, cost-effective, and scalable interventions directed to the most vulnerable populations in the geographic areas where HIV prevalence is highest and increasing incidence is significant

- Implement a proven state-wide engagement model for school, professional, resource and community partnerships for focused HIV prevention in youth/adolescents.
- Intensify HIV prevention in geographic regions statewide with an increase in HIV incidence or concentrated HIV prevalence.
- Use a school and peer based model to host and facilitate on-going HIV prevention and in-service training.
- Expand targeted use of effective combinations of approaches and evidence-based prevention to engage youth in the planning of activities.
- Educate all youth about the threat of HIV and how to prevent it
- Use a multi-faceted approach to address the increase of risky behaviors reported in the Youth Risk Behavior Survey produced by the Centers for Disease Control
- Use Alabama HIV Surveillance Branch resources to address health disparities and target zones for high-risk youth.
- Increase knowledge and social interaction skills of adolescents on risk-taking.
- Demonstrate the capacity to serve youth statewide by inclusion of racial-ethnic and/or risk groups cited with the greatest HIV disparity in the 13 – 18 age group
- Engage youth in leadership development, skills-based learning and service planning centered in public health HIV prevention, care, and associated behaviors.
- Market and develop program through social media, a website, and e-newsletters for communication and learning.
- Coordinate conferences, presentations, exhibits, events and meetings to market the program.
- Collaborate with ADPH Divisions which address adolescent health issues.
- Participate including student engagement with the state HPG and/or regional network group.

**A. 2 STATEMENT OF WORK**

Since 1994, the Division of Prevention and Control followed the Centers for Disease Control and Prevention national mandate to launch *The HIV Prevention Community Planning Process*, now redirected as *The HIV Planning Process*. The national re-focus by the CDC is in alignment with the NHAS and HIP policy foci. Over the years, the process has allowed countless community participants represented on the state HIV Prevention and Care Group (HPCG) and local HIV Prevention and Care Networks to provide input and direction to the Division on priorities for prevention. Applicants not familiar with the significance of these stakeholder participation bodies should visit the Division of HIV/AIDS Prevention and Care website: [http://www.alabamapublichealth.gov/hiv/index.html](http://www.alabamapublichealth.gov/hiv/index.html)
Successful proposals should address the following:
Provide a description of proposed activities to replicate a state-based peer based HIV prevention and in-service training model with a participation commitment of a minimal of eighty schools statewide during the funding period.

The program should seek support by the Alabama Department of Public Health and its affiliates; The Alabama HIV Prevention and Care Group; The Alabama Campaign for Teen Pregnancy; Alabama Department of Education (ADOE); National Peer Helpers Association; Southern AIDS Coalition; Addiction Prevention Coalition (APC); community-based organizations, and local education associations. A proposal in response to this RFP must address activities which will establish working existing relationships and/or engagement opportunities with stakeholders.

A. 3 Eligible Applicants
Eligible applicants are public, governmental non-profit and/or private organizations which can demonstrate capability to meet the activities as stated above. Applicants must provide proof of Alabama residency for at least five years with a valid street address.

A. 4 Proposal Deadline
Deadline: Completed proposals must be received by the Division of HIV/AIDS Prevention and Care (DHPC) on or before March 11, 2019 by 5:00 p.m. The original and three copies of the proposal must be submitted by the due date. Incomplete proposals and faxed copies will not be accepted.

A. 5 Required Assurances and Agreements

Literature Review Panel
In accordance with specifications established by the State, all written materials, audiovisual materials, survey instructions, pictorials, educational curricula, and all other materials used in conjunction with this award must be reviewed and approved prior to their use by an appropriate Literature Review Panel, as recognized by the Division of HIV/AIDS Prevention and Care. Applicants must return a Materials Review Compliance Form (See Attachment 1) signed by an official representative to be eligible for an award.

Assurance of Compliance with State Requirements
Assurance must be signed by an official representative to be eligible for an award (See Attachment 2).

Abstinence Education Policy
Abstinence Education Policy must be signed by an official representative to be eligible for an award (See Attachment 3).

Letters of Collaboration from Area HIV Coordinator and Area STD Manager
In order to be considered for funding, an applicant must obtain a letter of collaboration from at least two health department representatives with knowledge of your experience and capacity to provide the proposed work specified in this application. A list of the Area HIV Coordinators and STD Managers is included as Attachment 4.
SECTION B. PROPOSAL PREPARATION

B.1 Format – Make sure the proposal format in this section correspond with information in Attachment 5.

A. Face Page: Each applicant must complete information on form provided.

B. Table of Contents: Each proposal must contain a table of contents. All pages should be numbered including attachments.

C. Abstract: Each applicant must submit a Project Abstract not exceed a one page limit.

D. Proposal Narrative: Proposals submitted must follow the outline below.

1. Target Area Description (Must be statewide)
   Address the problem or needs affecting the identified target population for the proposed initiative supported by literature. Describe the service area; HIV and related risk behaviors; barriers; knowledge/perceptions of the target audience; and identified community and/or stakeholder engagement. Consideration should be given to involvement of the target population in program development.

2. Agency Description/Capability Statement
   This section describes the agency’s strengths and capabilities; experience in program development (i.e., planning, designing, implementation, evaluation) for HIV educational, risk reduction and outreach programs with the indicated target population including minority youth; knowledge of HIV prevention related issues; significant community involvement; expertise in fiscal and organizational soundness through structure, staffing and accounting process/procedures. By-laws, letters of support and other relevant documents should be referenced and indicated in the appendices of the submitted proposal.

3. Proposed Project Work Plan (Indicate project name if applicable)
   1) Project Goal(s) and Objective(s): State an overall project goal related to the population program priorities identified by this proposal package. Identify specific, time-phased, measurable objectives to be achieved.

   2) Program Implementation: Discuss whether the proposed project will be newly funded or a continuation of a funded efforts or whether funding has been or will be discontinued. Describe the project and highlight why the proposed strategy/model (to be implemented for a five year period) will be effective with the adolescent age group to address risky choices, consequences, and using opportunities for skills building, facilitated, peer and community leadership. Provide justification for selected method(s) (i.e., experience, replication, outcomes) and the intended results supported by current research/literature.

   3) Collaboration: Describe project linkages with groups and agencies and provide a geographic representation of who and where program partners are located. Address how the proposed project will interact with, but not duplicate, existing efforts reaching the population. Discuss level of engagement with the state HIV Prevention and Care Group, area HIV Network Groups, and other stakeholders to discuss project planning activities. Provide letters of collaboration with the proposal (See Attachment 4).
4) **Outcome:** Describe the anticipated project benefit to the target population, systems, community, and for other project participants. Highlight knowledge, behavior, capacity-building, and/or structural outcomes expected.

5) **Staffing Plan:** Indicate the appropriateness of existing/proposed staff experience and any training necessary for accomplishing the proposed project. State the job title and provide a job description for each position, whether volunteer or paid. Identify any individual who will assume a project role/position and include a copy of the resume/biographical sketch with the proposal. Cite the recruiting/training and supervision process, if applicable.

6) **Evaluation:** Submit a plan for how the project will be monitored and evaluated to determine whether objectives have been met during the project year. Process and outcome measures should be described. Demonstrate how progress toward attaining objectives will be measured (i.e., monitoring activities, information/data collection methods, measurement tools and criteria). Applicants should consider using a portion of proposed funding or other resources to ensure that meaningful evaluation activities are appropriately conducted.

7) **Budget and Budget Justification:** For questions or assistance with budgetary matters, please call Valeria Patton at 334.206.9442. Proposals must include a detailed project budget, using the format described below. A budget narrative section providing supportive description and justification for each line item should follow the budget. All program expenses are on a reimbursable basis according to the State of Alabama rules/regulations. Capital costs, such as the purchase of office equipment, computers, video equipment, etc., will not be funded and should not be requested. A sample budget and budget narrative/justification is provided.

**Instructions for Budget**

1. **Personnel Costs**
   List all personnel whose salaries will be paid in whole or in part with funding for this proposal. For each position, provide the job title, employee name, brief description of duties and responsibilities related to the project, annual salary, percentage of time to be devoted to and paid for by this grant, and amount to be charged to this grant. If the position is vacant, indicate when the position is expected to be filled.

2. **Fringe Benefits**
   Provide the aggregate amount of fringe benefits for personnel.

3. **Travel**
   All travel must directly benefit the work supported by this grant. List all travel anticipated to occur during the contract period. Be specific about who will travel, where, when and why the travel is necessary. **In-state** mileage rate and per diem will be paid according to the state agency’s rate for travel necessary or beneficial to the project.
4. Subcontractors
For subcontracts contained within the proposal budget, applicants should name the subcontractors, describe the services to be performed, and provide a description of and justification for the proposed costs of subcontracts.
Note: All subcontracts will be restricted by the Division of HIV/AIDS pending prior approval of the proposed subcontract and the corresponding work plan.

5. Supplies
Detail each estimated cost, such as:
Office supplies - Funds used for general office supplies for the project. Supplies include: computer diskettes, copy paper, file folders and related items.
Education Materials - Funds used for brochures, pamphlets, posters and other materials for implementation of targeted efforts.
Resource Materials - Funds used for reference materials to implement activities related to the project objectives.
Note: Food items, treats, etc. are not allowable costs under this contract.

6. Other
Include items such as printing, telephone, postage, photocopying/duplication, and other allowable costs that are not supplies. Be specific in describing each item listed and provide a cost for each item.

7. In-Kind Contributions
Detail any in-kind contribution that will be made to the project by the applicant organization other sources. Describe the contribution and its dollar value (i.e., donation of time, volunteers, materials, office space, staff time and/or other services which contribute to the goal of the project without incurring costs).

8. Other Resources
Provide information about current relevant sources of support for your organization. Proposals requesting partial funding for a project will not be considered unless funding has already been secured for all other aspects of the project and that the activities of the ADPH-funded portion of the project can be evaluated and described independently from the remainder of the project.

9. Program Support (no more that 3% of funds will be allowed for this element)
Funds can be used to assure operations/staff in place to support the proposed project.

10. Indirect Cost
Indirect costs are limited to ten (10%) unless the applicant has a federally negotiated rate agreement in place. If charging the federally negotiated rate, please attach a copy of the federally negotiated indirect cost rate agreement with the proposal.

B.2 Required Documentation: See Attachments 1,2, and 3
a. Documentation which indicates the agency's legal status must be included.
b. On letterhead, a signed statement which indicates the applicant’s intent to comply with the “Contents of AIDS Related Written Materials" specified by the State.
c. On letterhead, a signed statement which document agreements to collaborate with State requirements in the implementation of this project.
d. On letterhead, a signed statement that all programs are abstinence based as required for all Health Department funded HIV prevention projects.
e. Provide resumes or biographical sketches of existing or proposed position/roles to carry out project responsibilities.
f. Signed contract, if selected indicating review and agreement of grant clauses.

B. 3 Proposal Submission
An original and three copies of the proposal must be received by March 11, 2019 at 5:00 P.M., CDST. No extensions will be given and no faxed proposals will be accepted.

MAILING ADDRESS
Sharon V. Jordan, M.P.H., Director
Division of HIV/AIDS Prevention/Control
Alabama Department of Public Health
The RSA Tower-Suite 1400
P.O. Box 303017
Montgomery, AL 36130-3017

PHYSICAL ADDRESS
Sharon V. Jordan, M.P.H., Director
Division of HIV/AIDS Prevention/Control
Alabama Department of Public Health
The RSA Tower-Suite 1400
201 Monroe Street
Montgomery, AL 36104

For questions, contact Sharon Jordan or Jora White by telephone at (334) 206-5364 or email at jora.white@adph.state.al.us or sharon.jordan@adph.state.al.us

B. 4 Review Process
An initial review of proposals will be conducted by program and finance staff from the ADPH HIV/AIDS Division. Incomplete proposals will be disqualified without further review. Proposals that meet the eligibility requirements will proceed to the review team. The final review will be based on the merit of the proposal to determine if instructions were followed. The following is a checklist of items required in this proposal.

B. 5 Rating Criteria
The HIV/AIDS Division will convene a staff review team to assess the applicant’s organizational capability, collaboration intent, and the content and written presentation of the proposal. The following criteria will be utilized to evaluate proposals.

- Presentation Overall Organization and Clarity 10 points
- Target population and community description 15 points
- Capability/collaboration to implement plan 20 points
- Proposed Project Plan 30 points
- Evaluation Plan 15 points
- Proposed Budget and Budget Justification 10 points
Total Possible Score 100 points

SECTION C

C. GENERAL REQUIREMENTS AND INFORMATION

C.1 SUBMISSION SCHEDULE
Activity.................................................................Scheduled Date
Press Release..........................................................February 11, 2019
Release RFP.........................................................February 11, 2019
Proposals Due.......................................................March 11, 2019
Award Announcement Date.................................March 27, 2019
Post Award Conferences........................................As needed
Grant Performance Begins......................................June 1, 2019
Post Award Conferences: These meetings are conducted with the successful grantee to discuss the way the grant will be administered. Information discussed may include: Points of contact with telephone numbers and emails addresses, invoicing procedures, reporting, evaluation, and other administrative matters. These conferences are held immediately before or after the start of performance by the grantees.

C. 2 INSPECTION AND ACCEPTANCE

1. All services provided under the terms and conditions of this grant are subject to inspection and acceptance by the Division of HIV/AIDS Prevention and Care, Alabama Department of Public Health, RSA Tower Suite 1400, 201 Monroe Street, Montgomery AL 36104.

2. The time and location of inspection visits will normally be coordinated between the Health Department and the grantee at least one week in advance of the inspection visit. However, the Health Department reserves the right to conduct short notice or "no notice" inspections if circumstances warrant.

3. Inspection visits will be documented in inspection reports published not later than thirty days after each inspection visit. Inspection findings documented in each report will be diligently worked by the grantee to the satisfaction of the Health Department.

Monitoring Project Activities:
The Division will implement an evaluation process to monitor funded activities and ensure quality assurance for measuring process and outcome indicators. Project monitoring will occur at random in four separate phases:

1) Required Reports: Submission of comprehensive summary reports specifically outlining program activities occurring throughout the quarter, data resources used to evaluate project interventions, community collaborations, internal/external trainings attended, number of persons participating in project interventions, and barriers to accomplishing the proposed objectives during the specified quarter;

2) Observations of 1-2 project activities annually.

3) Data reporting as specified by the Division; and,

4) At least one annual site visit with project staff throughout the duration of the funding cycle. Site monitoring visits will include but not limited to the following:
   - A review of documentation and materials used for program interventions;
   - Program data entered into data systems as directed
   - Discussion of project strengths and barriers
   - Documentation of community engagements and/or Memorandums of Agreement
   - Identification of noncompliance areas
   - Suggestions for project enhancement and improvement
   - Upcoming meetings and events (local and state level)
   - Next Site Visit Date
Noncompliance with the aforementioned monitoring requirements is subject to withholding of monthly payments. Issuance of payments will be awarded based on acceptable and approved services provided.

C. 3 PERIOD OF PERFORMANCE
1. The grant period of performance is for one calendar year beginning June 1, 2019 and concluding May 31, 2020. If the grant is not awarded by July 1, 2019, the start date for the period of performance will slip on a day-for-day basis until the grant is awarded.
2. The five year grant cycle includes four years in addition to the basic period in paragraph 1 above. These four continuation years will be awarded to the same grantee, one year at a time, on a non-competitive basis if the prevention services are still required, funding is available, and the grantee has performed satisfactorily in the previous period.

C. 4 CONTRACT ADMINISTRATION DATA
1. Invoices for reimbursement of services provided will be submitted promptly, after the conclusion of each calendar month by the grantee. Each monthly invoice will be accompanied by a letter of transmittal on grantee letterhead, a Service Expenditure Report in the specified format, and back up data (e.g. receipts, payroll records, certifications) supporting each expense for which reimbursement is requested. Invoices may be faxed in circumstances where payment is needed quickly.
2. Invoices will be promptly processed and paid in accordance with State of Alabama procedures if services are deemed to be satisfactory and there are no grant clause non-compliance issues.
3. By July 15 of each year, the grantee will have submitted invoices for all expenses incurred in the previous budget period where reimbursement is requested.

C. 5 Grant Clauses
Relevant grant clauses detailing requirements of the State of Alabama and the Federal Government are included as Attachment 6. Please read carefully and be aware that these will be included in awarded contracts.

C. 6 Right of Rejection
1. The Department reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
2. Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The Department may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
3. Proposers may not restrict the rights of the Department or otherwise qualify their proposals. If a Proposer does so, the Department may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
C. 7 Severability
If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the Department and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

SECTION D. SPECIAL PROGRAM REQUIREMENTS
The funded project will be responsible for implementing protocols to enhance the overall quality assurance of intervention activities. In an effort to enhance and improve the quality of services provided, special program requirements have been identified:
1) Participation in a post grantee award and evaluation orientation;
2) Participation in state level meetings and educational trainings;
3) Project presentations with collaborative partners and nontraditional HIV community based service providers;
4) Project presentations at local network and state prevention council meetings;
5) Submission of project quarterly reports. and,
6) Submission of project data into a web based system as directed.
Attachment 1
Assurance of Compliance
with the
"Requirements of AIDS-related written materials, pictorials, audiovisuals, survey instruments, questionnaires, and educational sessions in ADPH HIV/AIDS Prevention and Control Assistance Programs"

By having a representative sign and submit this form, ______________________________ (Contractor) agrees to comply with the specifications set forth in this document.

All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials will be submitted to a Program Review Panel. The panel shall be composed of no less than five persons representing a reasonable cross-section of the general population, but which is not drawn predominately from the intended audience.

Guided by the CDC Basic Principles (set forth in 57 Federal Register 26742) the Program Review Panel will review and approve all applicable materials prior to their distribution and use in any activities funded in any part with CDC assistance funds.

Signature: ______________________________

Name: _________________________________
(Please print)

Position with agency: ____________________

Date: _________________________________
ASSURANCES

1. As a condition of submission, any prospective applicant must agree to adhere to the following conditions by signing below.
2. Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with the statutory requirements of the State of Alabama and Federal Government.
3. Ownership of Proposals: All proposals in response to this RFP are to be the sole property of the state and subject to the provisions of Code of Alabama (re: freedom of information).
4. Supplying Additional Information: The applicant shall agree to supply any additional information requested.
5. Stability of Budget: Any budget from applicant must be valid for a period of 120 days from the due date of the proposals.
6. Oral Agreements: Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests: The state reserves the right to amend or cancel this RFP at its discretion, prior to the due date and time, and/or at any point prior to the issuance of the written agreement, if it is in the best interest of the agency and the state.
8. Rejection Default or Misrepresentation: The state reserves the right to reject the proposal of any applicant which is in default of any prior contract or for misrepresentation.
9. State’s Clerical Errors in Awards: The state reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Rejection of Proposals: Proposals are subject to rejection in whole or in part if they limit or modify any of the terms/conditions and/or specifications of the RFP. 
11. Applicant Presentation of Supporting Evidence: An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the RFP.
12. Changes to Proposals: No additions or changes to the original proposal will be allowed unless specifically requested.
13. Subcontracting: In a multi-contractor situation, the state requires a single point of responsibility and accountability.
14. Regulatory Compliance: The applicant is required to be in compliance with any applicable provisions of the Regulations of Alabama State Agencies and with State Non-discrimination and Affirmative Action laws, rules and regulations.

15. Participation in the Evaluation: The applicant is required to work with the Alabama Department of Public Health and evaluators selected by the State to comply with the requirements of the statewide evaluation. The requirements include, but are not limited to, the following:

16. Participate in a rigorous evaluation including process and outcome assessments as it is developed and must cooperate with the following statewide requirements at the community and program levels.

17. Work with the evaluation team to finalize an evaluation plan that includes:
   1) a statement of goals, objectives and action steps to achieve objectives,
   2) identified survey items,
   3) procedures for collecting process and outcome data, and
   4) timetable of activities.

18. Participate in meetings to develop an implementation and evaluation plan. Document and submit the activities, strategies and participant characteristics of the program.

19. Assure that collaborators, supporters and project staff will be available to be surveyed or interviewed, as necessary, to ascertain progress and evaluate issues regarding program implementation and outcomes.

20. Interview or survey project participants before and after program interventions to monitor program outcomes.

____________________________                         _____________________________
Signature of Authorized Official             Title

____________________________                         _____________________________
Agency/Organization             Date
Policy Statement Regarding HIV/AIDS Prevention Programs

Alabama Department of Public Health
Division of HIV/AIDS Prevention & Control

All HIV prevention programs affiliated with the Alabama Department of Public Health are abstinence-based regardless of targeted population. Abstinence from behaviors which put one at risk for exposure to HIV (such as sexual activity or sharing needles) are stressed as the most accepted protection. Abstinence from sexual activity is emphasized as the best way to avoid transmission of the virus for both infected and uninfected individuals. Young people are encouraged to abstain from sex prior to marriage. For those individuals who cannot practice abstinence, barrier protection is presented as a method of reducing risk of transmission for those individuals who are sexually active.

Contract Agency Assurance:

_________________________. (Contractor) agrees to conduct all prevention programs in conformance with this policy statement. I understand that if programs are observed to be noncompliant, funding will be withdrawn.

Authorized Signature                    Date          Authorized Signature                   Date
Alabama Department of Public Health              Contractor
Attachment 4
HIV/AIDS COORDINATORS & STD MANAGERS

NORTHERN DISTRICT (256-764-7567)
HIV Manager: Letitia Gilbert
STD Program Manager: Rhonda Guthmiller
Colbert, Franklin, Lauderdale, Marion, Winston, Limestone, Madison
Jackson, Lawrence, Morgan, Marshall, Cullman

SOUTHEASTERN DISTRICT (334-678-5920)
HIV Manager: Jacqueline Snell
STD Program Manager: Sterling Wimbish
Barbour, Coffee, Crenshaw, Dale, Geneva, Henry
Houston, Pike, Butler

WEST CENTRAL DISTRICT: (205-554-4526)
HIV Manager: Shakina Wheeler-Cox
STD Program Manager: Deborah Bivins
Bibb, Fayette, Greene, Lamar, Pickens, Mobile
Tuscaloosa, Walker, Sumter, Hale, Perry, Bibb
Chilton Perry

MOBILE COUNTY (251-690-8167)
HIV Manager: Diane Glass
STD Program Manager: Johndra Lewis
Mobile

JEFFERSON COUNTY (205-975-0405)
HIV Manager: Shyla Campbell
STD Program Manager: Lori McManus
Jefferson

EAST CENTRAL DISTRICT (334-293-6476)
HIV Manager: Ka’Laun Hambrite
STD Program Manager (interim): Fred Coley
Autauga, Bullock, Elmore, Lee, Macon, Coosa,
Lowndes, Montgomery, Russell, Tallapoosa,
Chambers

SOUTHWESTERN DISTRICT (251-575-8869)
HIV Manager: Kendall Maye
STD Program Manager (interim): Thomas Lee
Baldwin, Clarke, Conecuh, Escambia, Monroe,
Washington, Choctaw, Marengo, Dallas, Wilcox

NORTHEASTERN DISTRICT (205-569-8188, 256-237-7523)
HIV Managers: Nancy Tempel, Thomas Robertson
STD Program Manager: Kerry Owens
Blount, Cherokee, Dekalb, Etowah, St.Clair, Shelby
Calhoun, Talladega, Clay, Randolph, Cleburne, Randolph, Talladega
Attachment 5

Proposal Instructions

Face Page

Section 1: Indicate the title of your proposed program.

Section 2: If this is a group proposal, list all the agency members.

Section 3: Name and address of organization designated to receive funds (fiduciary agent) as filed with the Secretary of State’s Office. Provide Federal Employer Identification Number (FEIN) and total funding requested.

Section 4: Name, title, telephone number, Internet e-mail address (if available), and fax number of programmatic contact person.

Section 5: Name, title, telephone number, Internet e-mail address (if available), and fax number of fiscal contact person.

Section 6: List the geographic area served by the proposed program, area(s), towns, counties or regions, list all that apply.

A person who is authorized by the applicant’s governing body to apply for funds must sign proposals. This should be the same person who will sign the contract.

TABLE OF CONTENTS

Provide a Table of Contents outlining the sections of the proposal and the related pages.

ABSTRACT

Provide a summary of the proposed program, including a clear description of the goals, targets, approaches, linkages and outcomes.

PROPOSAL NARRATIVE

Provide relevant information about your ability to be successful in implementing this proposal. A timeline, chart or logic model should be attached to organize pertinent project information (tasks, staffing roles, activities, marketing, collaborators etc.) A description of staff positions (percentage of time/effort) and resumes must be included in the appendices.

PROPOSED WORK PLAN

Goal: Specify each goal of your program(s).

Objective: Specify the objectives which correspond to the goal.
Activities: List all major activities needed to fulfill each objective. It may be necessary to use more than one page. Activities are specific tasks required to accomplish the objectives.

Staff Responsible: Indicate the staff responsible for the completion of the activities and/or objectives.

Time Frame: Indicate specific time frames for completion of each activity/objective.

**BUDGET REQUEST**

Applicants must use the budget request form in completing a five year budget proposal. The budget should be divided into five major categories of cost: personnel, fringe benefits, travel, subcontractors, supplies, and indirect cost. Revenues should be listed, and sources identified. In addition to completing the budget forms, you must supply a narrative for your budget. The narrative should justify specific items listed in the budget request forms. In developing your budget plan, consider cost for personnel, meetings and trainings, coalition development, and evaluation.

**BUDGET JUSTIFICATION**

The budget narrative should include: justification for the budget costs as well as any funding sources that will provide a cash match.

**Indirect Costs**

Indirect costs are limited to ten (10%) unless the applicant has a federally negotiated rate agreement in place. If charging the federally negotiated rate, please attach a copy of the federally negotiated indirect cost rate agreement with the proposal.

**Sample Budget and Budget Narrative/Justification**

Agency: Alabama Agency Name

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D. TRAVEL
   1. In-state       $xx,xxx.xx

E. SUPPLIES
   1. Office       $xxx.xx
   2. Education      $xxx.xx
   3. Resource      $xxx.xx

F. NO EQUIPMENT IS ALLOWED

G. PROGRAM SUPPORT       $xxxx.xx

H. INDIRECT COST (10%)     $x,xxx

I. TOTAL FUNDING REQUEST    $xxx,xxx.xx
Attachment 6
GRANT CLAUSES

1. Clauses that are required by the State of Alabama.

1. Sub-Grantee agrees to comply with the Alabama Department of Public Health policy regarding HIV/AIDS prevention programs which states, "All HIV prevention programs affiliated with the Alabama Department of Public Health are abstinence-based regardless of targeted population. Abstinence from behaviors which put one at risk for exposure to HIV (such as sexual activity or sharing needles) is stressed as the most accepted protection. Abstinence from sexual activity is emphasized as the most sure way to avoid transmission of the virus from both infected and uninfected individuals"; and, is so noted by Sub-Grantee’s mark on Attachment II. All Sub-Grantee’s will comply with specifications regarding educational materials being submitted to a review panel as noted by Attachment III.

2. Sub-Grantee will provide ADPH a written quarterly report describing the progress toward the achievement of each stated objective in the Sub-Grantee’s plan, documenting any changes in project staff, programming, or financial/budgetary status. The Sub-Grantee will also utilize the evaluation website (www.alpreval.com) to report data collected by their respective project. The progress report will be due thirty (30) days following the end of each quarter and will be in a format as specified by ADPH.

3. Sub-Grantee will obtain written approval from Department prior to publishing any and all reports resulting from said project. Upon receiving said written approval, Sub-Grantee will acknowledge that activities under this Grant Agreement are the result of funding provided by the Alabama Department of Public Health, Division of HIV/AIDS Prevention and Care.

4. Sub-Grantee agrees to notify ADPH immediately by telephone, followed by written notification sent by certified mail, of any lawsuit related to the subject matter of this agreement and to give prompt notice of any occurrence or claim made against Sub-Grantee which could result in litigation related to the subject matter of this Grant Agreement.

5. In full consideration for providing the above-described services to patients in accordance with this Agreement, ADPH agrees to pay Sub-Grantee as follows:

A. Monthly reimbursement of expenditures upon receipt of an invoice, completed Special Projects Expenditures Report (Attachment IV), and supporting documentation.
B. Under no circumstances shall the maximum amount payable under this Grant Agreement exceed $200,000 for the Grant Agreement period.
C. Sub-Grantee acknowledges that under the Alabama Department of Finance Fiscal Policies and Procedures Manual, all invoices or other demands for payment hereunder by Department to Sub-Grantee, which extend beyond the end of a fiscal year, do not encumber funds past that fiscal year and must be received by Department before the end of the Department of Finance thirteenth accounting period, for purposes of this Agreement, that date is November 1. Invoices or demands for payment received after that date for work and labor done within the fiscal year cannot be paid and are forfeit.

6. The term of this Grant Agreement shall be for twelve months beginning June 1, 2019 and ending May 1, 2020 or when the services provided under this agreement equal the total amount whichever occurs first. This Agreement may be amended only by mutual agreement in writing and signed by ADPH and Sub-Grantee and processed through and approved by all necessary authorities.

7. This Grant Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party.
8. Sub-Grantee shall perform the services contained herein in accordance with the standards of performance governing the profession or occupation. Sub-Grantee shall perform herein in a manner consistent with standards recognized in the industry.

9. Sub-Grantee acknowledges that federal law requires the Sub-Grantee to submit a single audit to the Department if the Sub-Grantee receives more than $750,000 from all total Federal sources in the aggregate in any given Federal fiscal year. In aid of such, Department will provide to Sub-Grantee for Sub-Grantee’s fiscal (tax) year, a statement of all Federal funds granted by Department to Sub-Grantee under the terms of the Sub-Grant.

10. Sub-Grantee will comply with Title IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Sub-Grantee shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

11. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute of Constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Sub-Grantee’s sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative disputes resolution including, but not limited to, mediation by and through the Attorney General’s Office of Administrative hearings or where appropriate, private mediators.

12. It is agreed that ADPH may terminate this Grant Agreement by giving 30 days’ written notice to Sub-Grantee should the Governor of Alabama declare pro-ration of the fund from which payment under this grant agreement is to be made. This termination for cause is supplemental to other rights ADPH may have under this Grant Agreement or otherwise to terminate such Grant Agreement.

13. It is agreed the execution of this Grant Agreement is dependent upon receipt by ADPH of federal monies awarded to ADPH in support of this Grant Agreement and that the ADPH may reduce the stated amount of this Grant Agreement and/or terminate the Grant Agreement in accordance with the amount of monies received from its grantor by giving 30 days’ written notice to Sub-Grantee.

14. To the extent permitted under Alabama law, Sub-Grantee hereby holds harmless the State of Alabama and the ADPH and their officers, agents, servants and employees from any and all claims arising out of acts or omissions committed by the Sub-Grantee or any agent, servant or employee of Sub-Grantee while performance hereunder.

15. Sub-Grantee shall not be entitled to receive any benefits under this Grant Agreement that merit system employees receive by virtue of their status or employment, nor may Sub-Grantee nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this grant agreement. Any such employment automatically voids this grant agreement.
16. Sub-Grantee acknowledges and understands that this Grant Agreement is not effective until it has received all requisite state government approvals and Sub-Grantee shall not begin performing work under this Grant Agreement until notified to do so by ADPH. Sub-Grantee is entitled to no compensation for work performed prior to the effective date of this Grant Agreement.

17. HIPAA CLAUSE


1. Definitions. Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.
   a. “Sub-Grantee.” The Sub-Grantee herein. The Sub-Grantee is within the definition of a “Business Associate” under the Privacy Rule.
   b. “Department.” The Department herein. Department is within the definition of a “Covered Entity” under the Privacy Rule.
   c. “Individual” shall have the same meaning as the term "individual" in 45 CFR. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
   d. “Privacy Rule.” Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR. Part 160 and Part 164, Subparts A and E.
   e. “Protected Health Information” shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Sub-Grantee from or on behalf of Department.
   f. “Required By Law” shall have the same meaning as the term "required by law' in 45 CFR § 164.501.
   g. “Secretary.” The Secretary of the United States Department of Health and Human Services or his designee.
   h. "Designated Record Set.” A discrete set, file or gathering of protected information obtained from the Department or obtained as a result of this Grant Agreement. This is distinguished from integrated records of the Sub-Grantee kept in the normal course of business.

2. Obligations and Activities of Sub-Grantee

a. Sub-Grantee agrees not to use or further disclose Protected Health Information other than as permitted or required by the Grant Agreement or as Required by Law.
   b. Sub-Grantee agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Grant Agreement.
   c. Sub-Grantee agrees to report to Department any use or disclosure of the Protected Health Information not provided for by this Grant Agreement.
   d. Sub-Grantee agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Sub-Grantee on behalf of Department, agrees to the same restrictions and conditions that apply through this Grant Agreement to Sub-Grantee with respect to such information.
   e. If Sub-Grantee maintains a Designated Record Set, Sub-Grantee agrees to provide access, at the request of Department, and in the time and manner designated by Department, to Protected Health Information in a Designated Record Set, to Department or, as directed by Department, to an Individual in order to meet the requirements under 45 CFR §164.524.
   f. If Sub-Grantee maintains a Designated Record Set, Sub-Grantee agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Department directs or agrees to
pursuant to 45 CFR § 164.526 at the request of Department or an Individual, and in the time and manner designated by Department.
g. If Sub-Grantee maintains a Designated Record Set, Sub-Grantee agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Sub-Grantee on behalf of Department available to the Department, or at the request of the Department to the Secretary, in a time and manner designated by the Department or the Secretary, for purposes of the Secretary determining Department's compliance with the Privacy Rule.
h. Sub-Grantee agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Department to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
i. Sub-Grantee agrees to provide to Department or an Individual, at a time and in a manner designated by Department, information collected by and in the possession of Sub-Grantee because of this Grant Agreement in order to permit Department to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. Permitted Uses and Disclosures by Sub-Grantee.

   a. Except as otherwise limited in this Grant Agreement, Sub-Grantee may use or disclose Protected Health Information on behalf of Department, or to perform functions, activities, or provide services to, Department or patients or clients of Department for the purposes of providing health care to patients and clients in accordance with Department’s Confidentiality Policy, if such use or disclosure of Protected Health Information would not otherwise violate the Privacy Rule if such disclosure is made by Department.
   b. Except as otherwise limited in this Grant Agreement, Sub-Grantee may use Protected Health Information for the proper management and administration of the Sub-Grantee or to carry out the legal responsibilities of the Sub-Grantee.
   c. Except as otherwise limited in this Grant Agreement, Sub-Grantee may disclose Protected Health Information for the proper management and administration of the Sub-Grantee, provided that disclosures are required by law, or Sub-Grantee obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Sub-Grantee of any instances of which it is aware in which the confidentiality of the information has been breached.
   d. Except as otherwise limited in this Grant Agreement, Sub-Grantee may use Protected Health Information to provide Data Aggregation services to Department as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4. Obligations of Department.

   a. Department shall provide Sub-Grantee with Department’s Privacy Notice which Department produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
   b. Department shall provide Sub-Grantee with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Sub-Grantee’s permitted or required uses and disclosures.
   c. Department shall notify Sub-Grantee of any restriction to the use or disclosure of Protected Health Information that Department has agreed to in accordance with 45 CFR § 164.522.

5. Permissible Requests by Department. Department shall not request Sub-Grantee to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Department except that if the Sub-Grantee will use or disclose protected health information for data aggregation or management and administrative activities of Sub-Grantee, such information may be requested.

6. Return of Information and Survival of the terms of this Clause. The provisions of this paragraph shall survive the termination of this Grant Agreement and may constitute a continuing duty in perpetuity
a. Except as otherwise provided, upon termination of this Grant Agreement for any reason, Sub-Grantee shall delete, return or destroy all Protected Health Information maintained in a designated record set received from Department, or created or received by Sub-Grantee on behalf of Department or as a result of this Grant Agreement. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Sub-Grantee. Where such information is deleted or destroyed, Sub-Grantee shall provide Department with an assurance of the deletion or destruction of such.

b. Except in accordance with normal business practices, Sub-Grantee shall retain no copies of the Protected Health Information.

c. In the event that Sub-Grantee determines that returning or destroying the Protected Health Information is infeasible, Sub-Grantee shall provide to Department notification of the conditions that make return or destruction infeasible. Upon mutual Grant Agreement of the Parties that return or destruction of Protected Health Information is infeasible, Sub-Grantee shall extend the protections of this Grant Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Sub-Grantee maintains such Protected Health Information.


a. A reference in this Grant Agreement to a section of the Privacy Rule shall mean that section as it is most recently amended.

b. The parties hereto agree to take necessary action as is necessary to amend this Grant Agreement from time to time to maintain compliance with the Privacy Rule.

c. Interpretation. Any ambiguity in this Grant Agreement regarding the application of the Privacy Rule shall be resolved in favor of a meaning which permits the parties hereto to comply with the Privacy Rule.

Clauses that are required by the Federal Government funding agency. The following provisions are incorporated by reference from Title 45 – Public Welfare, Subtitle – DHHS, Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Provisions incorporated by reference have the same force and effect as if they were given in full text. A copy of the full text of these provisions can be obtained from the Division of HIV/AIDS Prevention and Care by calling Mr. Brown at (334) 206-5364.

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<td>Definitions</td>
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<td>92.4</td>
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