



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

April 18, 2006

Dear Colleagues:

Pay for performance initiatives are being used across the country as a means to promote quality of care and to reward physicians who have good patient outcomes. Here in New York, new funding is available to fund innovative approaches to pay for performance. The purpose of this letter is to inform you of a Request for Applications (RFA) recently released by the Department of Health. Through this RFA, entitled *Pay for Performance Demonstration Projects*, the Department will fund up to five regional demonstrations in the Fall of 2006. The demonstrations will involve collaboration between multiple insurers and providers as they work towards developing physician incentive programs designed to promote patient safety and quality of care. Applicants may choose from a number of standardized measures of performance selected by the Commissioner's Pay for Performance Workgroup to focus their efforts. Successful programs will be replicated to spread improvement to other areas of the state.

The entire RFA and corresponding attachments may be viewed by clicking on the link <http://www.nyhealth.gov/funding/>. Applications will be accepted from both for-profit and not-for-profit organizations.

We appreciate your interest in this new initiative and look forward to partnering with successful applicants.

Sincerely,

Kathleen Shure
Director, Office of Managed Care

RFA Number 0603130408

New York State
Department of Health
Office of Managed Care
Bureau of Quality Management and Outcomes Research

Request for Applications

Pay for Performance Demonstration Projects

Questions Due: May 22, 2006
Applicant Conference On: May 25, 2006
Letter of Interest Due: May 30, 2006
Applications Due: August 1, 2006

Contact Name & Address:
Joseph Anarella
Room 1955, Corning Tower
Albany, NY 12237

Table of Contents

I. Introduction	3
II. Who May Apply	5
III. Project Narrative/Work Plan Outcomes	5
IV. Administrative Requirements	8
A. Issuing Agency	8
B. Question and Answer Phase	8
C. Applicant Conference and Letter of Interest	9
D. How to File an Application	10
E. The Department of Health's Reserved Rights	10
F. Term of Contract	11
G. Payment and Reporting Requirements	11
H. Vendor Responsibility Questionnaire	12
I. General Specifications	12
J. Contract and Appendices	13
V. Completing the Application	15
A. Application Content	15
B. Application Format	17
C. Review and Award Process	17
VI. Attachments	20
Attachment 1: Pay for Performance Legislation	
Attachment 2: List of Performance Measures	
Attachment 3: Sample Letter of Interest	
Attachment 4: Vendor Responsibility Questionnaire	
Attachment 5: Standard Grant Contract with Appendices	
Attachment 6: Budget Instructions	

I. Introduction

Chapter 58 of the Laws of 2005 directs the New York State Department of Health (NYS DOH) to provide funding for up to five regional pay-for-performance demonstration projects. Up to \$9.5 million is available to support the demonstration projects for a period of two years.

Background

According to a study published in March 2005, there are over 100 pay-for-performance programs nationwide sponsored by various private and public purchasers.¹ Examples of large, well-established regional and national pay-for-performance initiatives include:

- Bridges to Excellence (BTE) - Operating in three regions across the United States including New York's Capital Region, the BTE initiative is a coalition of large businesses and health plans paying bonuses to physicians that meet quality standards in specified areas of care such as, diabetes and heart and stroke care. BTE is also dedicated to improving information technology by rewarding physicians' offices that use systematic information²
- Integrated Healthcare Association (IHA) - In California, the IHA has awarded an estimated \$50 million to physicians who meet pre-determined standards of ambulatory care, including patient satisfaction and investment in information technology. Like BTE, IHA is a coalition of providers and purchasers with consumer and pharmaceutical representatives.³
- The Leapfrog Group - The Leapfrog Group is a large, nationwide coalition of health care purchasers which has created the Rewarding Results grant program to align incentives with quality of care.⁴ Leapfrog also sponsors a pay-for-performance program to recognize both quality and efficiency in hospital care.

In addition, federal and state pay-for-performance demonstrations are underway.

- The Centers for Medicaid and Medicare Services have initiated several pay-for-performance programs focused on the provision of both hospital and ambulatory care services to Medicare recipients.⁵

1 Baker G, Carter B. Provider pay-for-performance incentive programs: 2004 national study results. Available at: http://www.medvantage.com/Pdf/MV_2004_P4P_National_Study_Results-Exec_Summary.pdf. Accessed February 22, 2006

2 Bridges to Excellence web site. Available at: <http://www.bridgestoexcellence.org/bte/physician/index.htm/>. Accessed October 21, 2005.

3 Integrated Healthcare Association web site. Available at: <http://www.iha.org/index.html>. Accessed October 21, 2005.

4 The Leapfrog Group web site. Available at: <http://www.leapfroggroup.org/RewardingResults/about.htm/>. Accessed October 21, 2005.

5 The Centers for Medicare and Medicaid Services web site. Available at: <http://www.cms.hhs.gov/media/press/release.asp?Counter=1343>. Accessed October 21, 2005.

- In 2002, the New York State Department of Health incorporated a quality incentive into the computation of Medicaid managed care plans' monthly premium payments. Plans that perform well on a set of quality-of-care and consumer satisfaction measures receive an add-on to their premiums for every Medicaid managed care enrollee.

Legislation

The intent of New York's legislative initiative (Title 3 – Pay for Performance of Article 29–D of the Public Health Law) is to promote patient safety and quality of care through the development of pay-for-performance programs in New York State.⁶ The legislation extends authority to the Commissioner of Health to: 1) convene a workgroup to delineate the ambulatory and inpatient measures of performance to be used in the demonstration programs; and 2) oversee a grant program which will provide funding to purchaser and provider coalitions to establish regional pay-for-performance programs. The legislation is included in Attachment 1.

Commissioner's Workgroup

As required by the legislation, a Commissioner's Workgroup was convened in July 2005. The workgroup consisted of representatives from managed care plans, hospitals, statewide and regional provider associations, payers, labor unions, and consumers. Charged with seeking consensus on the inpatient and ambulatory measures to be included in the pay-for-performance demonstrations, the workgroup met on four occasions between July and December 2005. Well-established, standardized measures currently in use nationally or in New York State, addressing clinical areas relevant to the majority of patients likely to be impacted by the demonstration projects, were selected by the workgroup.

Regional Demonstration Projects

The legislative intent of the regional demonstration projects is to promote the development of pay-for-performance programs, involving multiple payers that achieve increased quality and cost effectiveness. The statute authorizes up to five regional demonstration projects.

Funding

Grant funding available through this RFA can be used to support a variety of pay-for-performance, health information technology and patient safety programs. Examples of allowable costs include, but are not limited to: creating the administrative infrastructure necessary to collect performance data and evaluate provider performance, hiring consultants to assist in program implementation, and compensating providers for *participating* in pay-for-performance programs (pay for participation) for the first year of the demonstration project.

In addition, grant funding will be available for the actual provider performance incentive if matching funds are provided by payers participating in the demonstration. Programs eligible for

⁶ New York State Assembly web site. Available at: <http://public.leginfo.state.ny.us/menugef.cgi?COMMONQUERY=LAWS>. Accessed October 26, 2005.

matching funds could include both commercial and public programs such as Medicaid managed care, Child Health Plus, Family Health Plus and the Medicaid fee-for-service program. The Medicaid fee-for-service program may participate but such participation is limited to demonstrations focused on hospital inpatient performance only.

II. Who May Apply

The NYSDOH is seeking applications from regional coalitions of health care payers and providers to create and evaluate pay-for-performance initiatives. Payers include managed care organizations, health insurance companies, government insurance and self-insured employers; providers include hospitals, clinics and physicians.

III. Project Narrative/Work Plan Outcomes

Expectations of the Project

The NYSDOH is interested in learning about successful pay for performance models through this RFA. Regional demonstration projects should be able to describe their successes and failures in improving care delivered to patients targeted through their grant funded interventions.

Objectives

Demonstration project objectives must encompass one or more of the following elements:

1. use of workgroup measures and metrics to reward physician, clinic and hospital performance;
2. involvement of multiple payers, including government programs, multiple providers and multiple communities agreeing to use workgroup measures and metrics to reward physician, clinic and hospital performance;
3. use of information technology to share patient information to improve coordination of care;
4. improvement in care through the participation of multiple payers and stakeholders;
5. collection, analysis and public reporting on measures, incentives, processes and outcomes; and,
6. programs enhancing patient self-management through treatment plans.

Measures of Performance

Measures of Performance that demonstration projects may incorporate are included in Attachment 2. Specifications for the measures are available from the sponsoring organizations responsible for developing the measure. To ensure national and regional comparisons, demonstration projects may not change these specifications unless the changes are made by the sponsoring organization. In addition, sponsoring organizations may change the specifications for measures over the course of these demonstration projects and applications should address how these changes will be monitored and methodologies for provider measurement, evaluation and

payment adjusted if necessary.

The inpatient measures focus on diseases responsible for a high percentage of hospital admissions in New York State; for example, cardiovascular disease and pneumonia. Other inpatient measures focus on patient safety and hospital efficiency. To a large extent, ambulatory measures target disease management and preventive care. Disease management measures focus on diseases that are highly prevalent, such as asthma and diabetes, and where the literature demonstrates that effective preventive care can substantially reduce complications and often costs. The lists of measures are further aggregated into clinical domains. Clinical domains include multiple measures for specific diseases (e.g., heart failure and asthma) and processes of care (e.g., preventive care and surgical infection prevention).

Data Collection

The NYSDOH will oversee the collection of patient-level data from demonstration projects for purposes of aggregating and analyzing data to measure overall provider performance. In collaboration with the demonstration projects, the NYSDOH will establish the required data elements, file layout, mechanisms for data collection and schedule for submission. Aggregated data and reports necessary for grantee to measure and reward provider performance will be disseminated to the grantee. The NYSDOH may contract with a vendor to assist in this process.

Project Timeline

The following is a timeline for the request-for-application process and demonstration project development.

Applicants' Conference	May 25, 2006
Letter of Interest Due	May 30, 2006
Applications Due	August 1, 2006
Grants Awarded	September 1, 2006
Demonstrations Begin	November 1, 2006
Demonstrations End	October 31, 2008

Deliverables

1. On a periodic basis, grantee must submit accurate patient and provider-level performance data to the NYSDOH (or its designee) according to uniform specifications.
2. Three interim reports and a final report will also be required. Initial reports will describe activities undertaken to operationalize the project while the final report will include a summary of all activities and a full evaluation of the pay for performance demonstration.
3. If grant funds are to be used for provider incentives, documentation of matching funds must be provided at the time of submitting vouchers to the state for payment.

Collaboration

Because it is the intent of the legislation to involve multiple stakeholders, the NYSDOH requires collaboration between regional providers and payers. Payers include managed care organizations, health insurance companies, government insurance, self-insured employers, and representatives of payer organizations; providers include hospitals, clinics and physicians and their respective trade organizations. Applications will not be accepted if the collaboration is among providers **only**; and, while payer-only collaboration will be considered, any such application must include letters of support from the provider community.

Applications must state which organization is the lead applicant including primary recipient of grant funds. Applications must describe how the demonstration projects will encompass one or more of the six project objectives described above under *Legislative Objectives*. Applications must also demonstrate that the successful elements of the program can remain operational, with respect to collaborator commitment and program design, after the grant funding has expired.

Integration

Applications are encouraged to include providers of care to individuals enrolled in Medicaid, Child Health Plus and Family Health Plus. However, applications must demonstrate that individuals in Medicaid, Child Health Plus and Family Health Plus do not represent more than 50 percent of total individuals covered by the demonstration project and their health care, which is measured in the amount of annual reimbursement, shall not exceed more than 50 percent of total health care costs incurred by the demonstration projects. As such, applications should include up-to-date enrollment and utilization data and projected reimbursement, stratified by the payers participating in the project. Because the NYSDOH seeks to improve ambulatory and inpatient care, applicants are also encouraged to submit applications that include performance incentives for both types of providers.

Geographic Regions

The NYSDOH is seeking to establish demonstration programs throughout the state; however, the NYSDOH is aware that payers' geographic service areas may extend beyond specific geographic boundaries. Therefore, to facilitate collaboration, the RFA does not define specific geographic regions of the state. Applications must clearly define the geographic and service areas that will be impacted by the programs. Grants may be awarded to applicants whose regions overlap. In addition, applicants are not precluded from participating in more than one demonstration project.

Selected Measures

While collaborating organizations are encouraged to use all measures within a domain (e.g., all heart failure measures), it is not mandatory. For example, demonstration projects may choose to work with ambulatory care measures that use only administrative data (claims and encounter data). Applications must state which measures will be incorporated into their applications and should address the following when choosing measures:

1. demonstrate how the measures are applicable to your patient populations and/or community;
2. describe baseline statistics, and where available, regional, state and national benchmarks;
3. demonstrate the need for improvement;
4. delineate expectations for improvement; and,
5. demonstrate an understanding of the measure specifications and any associated challenges with implementing the measures and interpreting results.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health Office of Managed Care, Bureau of Quality Management and Outcomes Research. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Joseph Anarella
Office of Managed Care
New York State Department of Health
Room 1955 Corning Tower
Albany, New York 12237
jpa02@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until 5:00 P.M., May 22, 2006.

Questions of a technical nature can be addressed in writing or via telephone by calling Joseph Anarella at 518-486-9012. 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.

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

Questions and answers, as well as any updates and/or modifications, will be posted on the Department of Health's website at <http://www.health.state.ny.us/funding/> by May 30, 2006.

See the paragraph titled "Applicant Conference and Letter of Interest" (below) to

determine how to be notified when Department responses to questions are posted on the Department's website.

C. Applicant Conference and Letter of Interest

1. An Applicant Conference will be held.

This conference will be held in Meeting Room 7 on the Concourse level of the Empire State Plaza, Albany, New York, 12237 on May 25, 1-4 p.m. The Department requests that potential applicants register for this conference by contacting Ms. Shelley Matura at 518-473-2941 to insure that adequate accommodations be made for the number of prospective attendees. A maximum number of four representatives from each prospective applicant will be permitted to attend the Applicant conference. Failure to attend the Applicant conference will not preclude the submission of an application

2. Letter of Interest

Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest must be received by 5:00 p.m., May 30, 2006 at the address shown in paragraph B above in order to automatically receive notification that responses to written questions, including those questions raised at the applicant conference, official applicant conference minutes, and any updates/modifications to this RFA. This information will be posted to the DOH website. Failure to submit a Letter of Interest will not preclude receipt of this information. Applicants may request this information, in writing, any time before the application due date. Failure to submit a Letter of Interest will not preclude the submission of an application. A sample letter of interest can be found in Attachment 3.

D. How to file an application

Applications must be **received** at the following address by 5:00 p.m., August 1, 2006. Late applications will not be accepted. Applications should be sent to:

Joseph Anarella
Office of Managed Care
New York State Department of Health
Room 1955 Corning Tower
Albany, New York 12237

Applicants shall submit one original, signed application and five copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

It is the applicant's responsibility to see that applications are delivered to room 1955

prior to the date and time specified above. Late applications due to delay by the carrier or not received in the Department's mailroom in time for transmission to room 1955 will not be considered.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Modify the detail specifications should no applications be received that meet all these requirements.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: November 1, 2006 through October 31, 2008.

G. Payment and Reporting Requirements

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 20 percent.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

Bureau of Quality Management and Outcomes Research
NYS Department of Health
Room 1955 Corning Tower
Albany, New York 12237

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

3. The grant contractor shall submit the following periodic reports:

Biannual progress reports and one final report describing the results of the demonstration projects.

All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors.

Attachment 4 contains the "Vendor Responsibility Questionnaire" that must be completed by all applicants, with the exception of governmental agencies (Defined as: State and Federal governmental agencies, counties, cities, towns, villages, school districts, community colleges, Board of Cooperative Education Services (BOCES), Vocational Education Extension Bards (VEEB's), water, fire, and sewer districts, public libraries, and water and soil districts), Public Corporations (Defined as: Public Authorities, Public Benefit Corporations, and Industrial Development Agencies), and Research Foundations (Defined as: Aging Research, Inc.; Health Research, Inc.; Research Foundation for Mental Hygiene; Research Foundations of CUNY and SUNY; and Welfare Research, Inc.

In addition to the questionnaire, applicants are required to provide the following with their application:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Evidence of NYS Department of State Registration
- Proof of NYS Charities Registration (if applicable)
- Copy of Certificate of Article of Incorporation
- NYS Department of Taxation and Finance's Contractor Certification Form ST-220

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default

- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the Department of Health, the Applicant 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 Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Contract and Appendices

The standard grant contract can be found in Attachment 5. The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX B - Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement <if applicable>
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof,

completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application.

These documents will be requested as a part of the contracting process should you

receive an award.

V. Completing the Application

A. Application Content

1) Letter of Transmittal (1-2 pages)

A Letter of Transmittal must accompany the application. The letter must be signed by the Chief Executive Officer of the lead applicant. The letter should include:

- a) A statement affirming that the signature is authorized to bind the applicant to the requirements of this RFA;
- b) A statement designating the name of the organization that will contract with the NYSDOH. Include The name, title, address and phone number of the representative whom NYSDOH staff may contact during the review process;
- c) The names of all organizations included in the demonstration project; and
- d) A statement attesting to the accuracy and truthfulness of all information contained in the application.

2) Application Outline

The project narrative should be no longer than 20 double-spaced, one-sided pages, using at least 12-point font and 1 inch margins on all sides. The page limit does not include title page, the abstract, appendices and budget forms. Responses should be clear, concise and organized according to the following outline.

a) Title Page (Page 1)

- i) Title of project.
- ii) Name, address, phone and fax numbers of lead applicant.
- iii) Name, phone and fax numbers of contact person.

b) Abstract (Page 2)

- i) One-page summary of application

c) Project Narrative (Pages 3-18)

i) Experience and Qualifications of Applicant

- Provide a description of the applicant and the collaborators.
- Describe the patient populations affected by the project.
- Explain how provider input was obtained and to what extent that input will effect project design.
- Describe the applicants' experience in performance measurement, quality improvement, health care finance and health care administration.
- Identify the project leader and team members.
- State the experience and credentials of the project leader and members of the project team, including consultants.

ii) Project Overview and Design

- Describe the project's objective(s) and how they will be met.
- Provide a listing of the performance measures chosen, the rationale for choosing the measures, data sources needed and pay-for-performance design.
- Provide a projection of monies to be distributed for incentives and the amount of grant funds to be matched by the providers.
- Describe how progress will be monitored and modifications implemented if necessary to achieve project objectives.
- Describe how the Pay for Performance demonstration project will be evaluated.

iii) Work Plan

- List specific tasks of the project and estimated time frames for completion of tasks.
- Describe the roles of personnel who will be implementing the project.
- Identify potential problems or barriers that could arise during the project and possible solutions and alternative approaches to ensure timely completion of the project.

iv) Deliverables

- On a periodic basis, the grantee must submit accurate patient-and provider-level performance data to the NYS DOH according to uniform specifications.
- Three interim reports and a final report will also be required.
- If applicable, matching grant funds used for collaborating provider incentives must be documented.

3) Budget

Complete the attached budget forms (Attachment 6). Applicants should submit a 24 month budget, assuming a November 1, 2006 start date. All costs must be related to the provision of the Pay for Performance Demonstration Project. Justification for each cost should be submitted in narrative form, not to exceed 3 double spaced pages. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined.

THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

The budget forms are to be completed and submitted with each grant application. Budget items must be directly related to this project.

- a) Summary Cost Form
- b) Personal Services
- c) Fringe Benefits and Position Descriptions
- d) Supplies, Travel and Equipment
- e) Subcontracts/Consultants and Administrative Costs

f) Miscellaneous

- Include a detailed projection of monies spent for provider incentives.

4) Letters of Support and/or Commitment

Applicants must at a minimum include letters of support from collaborating payers and providers.

B. Application Format

Applications should not exceed 20 double spaced spaced typed pages (not including the cover page, budget and attachments), using a normal font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application (see Evaluation Section below).

C. Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Office of Managed Care, Bureau of Quality Management and Outcomes Research. The final evaluation may include a one-day briefing/summary meeting with the top 5 applicant(s) in Albany. This meeting is NOT intended to amend or enhance the submission. Any cost related to this meeting or in response to this RFA is the obligation of the applicant and not the responsibility of the Department of Health.

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

Evaluation of Applications

The evaluation of applications will have two components – a technical and financial. In the technical review, applications will be scored based upon their ability to address guidelines set forth in this RFA and using the scoring criteria described below. In the financial component budgets and supporting justification will be reviewed to see how well they support the program described in the technical application. Scores from both components of the application will be added and those applications with the highest scores will be funded.

Failure to address any of the following conditions will result in the application being disqualified:

- 1) Demonstration projects must encompass one or more of the Legislative objectives listed on page 5 of this RFP.
- 2) Demonstration projects must clearly define the geographic and service areas impacted by the program and describe the collaboration between regional payers and providers. Letters of support from the provider community must be included with the application.

- 3) Demonstration projects must describe how individuals in Medicaid, Child health Plus and Family Health Plus do not represent more than 50% of the total health care costs incurred by the demonstration project.
- 4) Applications must describe how successful elements of the program can remain operational after the grant funding has expired.
- 5) Applications must state which organization is the lead agency and primary recipient of the grant funds.
- 6) Applications must be received no later than 5:00 p.m., August 1, 2006.
- 7) A Letter of Transmittal must accompany the application. The letter must be signed by the Chief Executive Officer of the lead applicant.
- 8) Technical applications and Budget documents must be submitted in separate envelopes.

The NYSDOH will further evaluate the applications according to the following guidelines.

1) Experience and Qualifications of Applicant (20 points)

- a) Applicant has demonstrated experience in medical management, quality performance and financial incentives.
- b) Experience in collaborative programs including multiple stakeholders and developing performance improvement programs.
- c) The commitment of the partners involved in the demonstration and how the collaboration will be sustained throughout the life of the project.
- d) Project staff is qualified to design, implement and oversee a pay-for-performance program, evaluate the results and make recommendations.
- e) Project staff has experience disseminating research used to inform policy makers.

2) Project Overview and Design (30 points)

The NYSDOH has established the following priorities for demonstration programs. Applications that do not incorporate these attributes will not be eliminated; however, applications that include the following will be scored higher.

- a) More than one of the six elements described on page 3;
- b) Inclusion of all measures within a domain;
- c) Inclusion of measures that relate to acute myocardial infarction, diabetes management, antibiotic utilization and infection control;
- d) Pay-for-performance initiatives that incorporate both inpatient and ambulatory settings;

In addition, applications will be evaluated based on the following elements:

- e) The degree to which forecasting of expenditures for incentives and establishment of administrative infrastructure is described.
- f) The feasibility of the application with above-noted expenditures, staff and consultants available.
- g) The applicability of the measures selected to regional need and the likelihood that the pay-for-performance design will achieve objectives of the legislation.

- h) The commitment of the collaborators as demonstrated through letters of support and/or commitment.
- i) The likelihood that the evaluation of program will yield practical recommendations.

3) Work Plan (25 points)

- a) Following tasks are described in detail.
 - i) Selection of measures and metrics used to reward providers.
 - ii) Data collection and submission to NYSDOH for data aggregation.
 - iii) Monitoring of provider performance including dissemination of performance results and tools to assist providers in improvement.
- b) Staff roles are clearly defined and appropriate to tasks.
- c) Time frames and scheduling are realistic.
- d) Ongoing monitoring described and alternative approaches to potential problems clearly delineated.

4) Budget (25 points)

- a) The budget is appropriate to the work plan and staff assignments.
- b) The budget will enable the applicants to implement the program and meet deliverables.
- c) Forecasting of monies to be spent on incentives is clearly explained and reasonable.
- d) Matching of grant funds is feasible.

If additional funding becomes available for this initiative, additional monies will be awarded in the same manner as outlined in the award process described above.

Following the awarding of grants from this RFA, applicants may request a debriefing from the NYSDOH Office of Managed Care, Bureau of Quality Management and Outcomes Research. This debriefing will be limited to the positive and negative aspects of the subject application only.

The total technical score for each application will be weighted according to the following formula. Technical score = $(a/b)*75$ where: a = total technical score for the application being scored and b = highest technical score among applications.

The financial criterion is computed with a formula. The cost used will be the grand total amount indicated on the budget form. The following formula will be used: $(a/b)25 = \text{score}$, where a is the application with the lowest budgeted amount, b= the budgeted amount of this application, and 25 = points available for this criteria.

The weighted technical score and the financial score for each application will be added to produce a total score and all applications will be rank ordered based on their scores. From the rank order listing, awards will be made from the highest scoring applications to the next scoring application until such time funding is exhausted.

VI. Attachments

Attachment 1: Pay for Performance Legislation

Attachment 2: List of Performance Measures

Attachment 3: Sample Letter of Interest

Attachment 4: Vendor Responsibility Questionnaire

Attachment 5: Standard Grant Contract with Appendices

Attachment 6: Budget Instructions

TITLE 3

PAY FOR PERFORMANCE

- Section 2999-b. Legislative intent.
- 2999-c. Definition.
- 2999-d. Commissioner's workgroup.
- 2999-e. Demonstration projects.
- 2999-f. Authorizations.

§ 2999-b. Legislative intent. It is the intent of the legislature to promote patient safety and the quality of care, as well as the cost effectiveness of such care, by convening providers and payers to develop clinical measures, and the metrics on which to measure provider performance. Thereafter, it is the legislature's intent to encourage and support regional demonstration projects involving multiple payors utilizing such metrics as the basis for providing financial incentives to providers to achieve increased quality and cost effectiveness.

§ 2999-c. Definition. "Health care plan" shall have the same meaning set forth in subdivision four-e of section forty-nine hundred of this chapter.

§ 2999-d. Commissioner's workgroup. 1. The commissioner shall, within ninety days of the effective date of this title, convene and chair, directly or through a designee or designees, a workgroup including but not necessarily limited to representatives of statewide and regional health care provider associations, health care plan associations and conferences, hospital representatives, consumers, labor and self-insured employers. The commissioner shall consider recommendations and criteria developed by the workgroup in making determinations under this title.

2. The workgroup shall seek consensus on clinical measures and measurement criteria necessary and appropriate to achieve improvement in

quality performance by providers in delivering health care services;

further, it shall develop metrics to be utilized by demonstration

projects selected pursuant to the provisions of this title which will,

when implemented:

(a) promote the use of best practices through the development of

broadly agreed upon evidence-based performance measures;

(b) improve care coordination through the participation of multiple

stakeholders;

(c) institute long-term quality improvement;

(d) encourage appropriate utilization of health care services and

improve health outcomes through the use of evidence-based medicine

practice guidelines; and

(e) promote self-management by consumers through the implementation of

patient-specific metrics and resource supports for consumers.

3. In its recommendations, the workgroup shall give consideration to

the appropriate number of participants in each demonstration project as

well as the geographic boundaries of each demonstration project.

§ 2999-e. Demonstration projects. 1. Notwithstanding any inconsistent

regulation of the department, the commissioner is authorized and shall

select up to five demonstration projects throughout the state, pursuant

to a competitive bid or request for proposal process, which have been

determined by the commissioner to encompass one or more of the following

elements:

(a) use of the workgroup metrics to measure and reward physician,

clinic and hospital performance;

(b) involvement of multiple payers, including government programs,

multiple providers and multiple communities voluntarily agreeing to

employ the workgroup metrics to reward physician, clinic and hospital

performance for quality improvement;

(c) use of information technology to share patient information among

providers to improve coordination of patient care;

(d) targeted improvement in care coordination through the participation of multiple stakeholders;

(e) collection, analysis and public reporting on the risk-adjusted measures, incentives and processes utilized, and outcomes; and

(f) programs to enhance patient self-management through adherence to treatment plans.

2. In evaluating proposed demonstration projects, the commissioner shall consider the degree to which a proposed project reflects the elements listed above including demonstrated commitments on the part of all practitioners, providers and payors to participate.

3. (a) There shall be no more than five demonstration projects under this title.

(b) Where any demonstration project involves recipients of Medicaid, family health plus, or child health plus, those recipients shall not constitute more than half the individuals covered by the demonstration project and their health care, measured in the amount of annual reimbursement, shall not cover more than half of the health care covered by the demonstration project.

(c) No demonstration project shall limit the scope or terms of coverage or limit the grounds or procedural rights for appealing a denial of reimbursement for a health care service, for any consumer, enrollee, or recipient subject to the demonstration project.

§ 2999-f. Authorizations. 1. The commissioner may contract with projects and provide grants to support projects to the extent funds are appropriated for such purpose.

2. Upon the request of a sponsoring health plan, the commissioner may authorize the participation of the Medicaid, family health plus and child health plus programs in one or more demonstration projects, provided that enrollee participation shall be on a voluntary basis.

3. The commissioner may contract with entities possessing expertise

deemed necessary to assist in the evaluation of the metrics developed by the workgroup and individual project designs to the extent funds are appropriated for such purpose.

4. The commissioner shall report to the governor and the legislature on or before March first, two thousand six, on the results of the commissioner's workgroup, and shall report within three years of the effective date of this title, and again six months prior to the expiration date of this title, on the number of demonstration projects chosen and on the operation and effectiveness of each demonstration undertaken, together with any recommendations the commissioner deems appropriate.

5. Nothing in this title shall:

(a) diminish or waive any right, remedy or benefit of any health care provider, consumer, enrollee, or recipient under the provisions of this chapter, the insurance law or the social services law; or
(b) diminish, waive, or provide any exemption from any provision of the anti-trust or trade regulation laws of the state or the United States; or

(c) diminish, waive or supersede any provision of an applicable collective bargaining agreement.

6. This title shall expire three years after it shall have become a law.

**Ambulatory Measures
New York State Medicaid/Commercial Benchmarks**

Domain	Measure/ Sponsor/ Mode of Data Collection	Medicaid Managed Care Average (2004 or Most Recent Data)	Medicaid Managed Care Ranges	Medicaid Managed Care Coefficient of Variation*	Commercial Managed Care Average (2004 or Most Recent Data)	Commercial Managed Care Ranges	Commercial Managed Care Coefficient of Variation*
<u>Screenings/ Preventive Services</u>	Breast Cancer Screening (NCQA) Admin	69.1	58.5-81.5	9.1	73.5	63.3-82.6	7.2
	Colorectal Cancer Screening (NCQA) Hybrid				56.3	43.8-65.5	12.5
	Cervical Cancer Screening (NCQA) Hybrid	71.6	54.5-83.0	8.8	81.2	74.3-87.44	4.3
	Advising Smokers to Quit (NCQA) Survey	66.1	48.1-80.6	13.0	73.7	60.3-81.0	7.7
	Chlamydia Screening Rates (NCQA) Admin	45.1	16.8-67.2	24.9	38.5	28.9-52.1	17.2
	Influenza Vaccination (NCQA) Survey						
	Pneumococcal Vaccination (NCQA) Survey						
	Childhood Immunization Rates (NCQA) Hybrid	56.2	36.2-79.2	17.7	67.1	48.4-82.2	14.1
	Lead Testing	74.1	49.6-89.8	12.3	66.5	45.4-81.3	12.8

Attachment 2

Domain	Measure/ Sponsor/ Mode of Data Collection	Medicaid Managed Care Average (2004 or Most Recent Data)	Medicaid Managed Care Ranges	Medicaid Managed Care Coefficient of Variation*	Commercial Managed Care Average (2004 or Most Recent Data)	Commercial Managed Care Ranges	Commercial Managed Care Coefficient of Variation*
	(NYSDOH) Hybrid						
	BMI Documentation for Adolescents (NYSDOH) Medical Record						
	Controlling High Blood Pressure (CMS/NCQA) Medical Record	68.7	50.0-80.5	10.9	71.3	48.7-77.8	11.7
<u>Heart Disease</u>	Drug Therapy for Lowering LDL Cholesterol (AMA-PCPI) Medical Record						
	Persistence of Beta Blocker Therapy- Post MI (NCQA) Admin				71.4	37.5-84.1	17.7
	ACE Inhibitor/ARB Therapy for Heart Failure (AMA-PCPI) Admin						
	Left Ventricular Assessment for Heart Failure (AMA-PCPI) Medical Record						
<u>Diabetes</u>	HbA1C Testing (NCQA) Hybrid	85.5	66.7-92.9	6.4	87.6	7.4-94.4	4.7
	HbA1C Poorly	36.6	66.7-27.8	21.6	27.9	41.6-18.7	22.0

Attachment 2

Domain	Measure/ Sponsor/ Mode of Data Collection	Medicaid Managed Care Average (2004 or Most Recent Data)	Medicaid Managed Care Ranges	Medicaid Managed Care Coefficient of Variation*	Commercial Managed Care Average (2004 or Most Recent Data)	Commercial Managed Care Ranges	Commercial Managed Care Coefficient of Variation*
	Controlled (NCQA) Hybrid						
	Blood Pressure Control/Management in Diabetics (NCQA or AMA-PCPI) Hybrid						
	Lipid Measurement in Diabetics (NCQA) Hybrid	91.6	66.7-95.4	6.4	94.4	89.1-95.3	1.5
	LDL Cholesterol Level in Diabetics <130 (NCQA) Hybrid	63.1	33.3-74.0	13.7	71.0	52.3-83.2	9.1
	Eye Exam in Diabetics (NCQA) Hybrid	55.8	33.3-73.0	14.9	55.1	44.9-65.0	11.2
	Urine Protein Screening (NCQA) Hybrid	55.7	33.33-69.1	14.8	59.0	41.9-76.2	15.4
	Foot Examination (NCQA/NQF) Hybrid						
	Smoking Cessation (NCQA/NQF) Medical Record						
<u>Asthma</u>	Asthma: Pharmacologic Therapy (AMA-PCPI) Admin						
	Asthma Action Plan						

Attachment 2

Domain	Measure/ Sponsor/ Mode of Data Collection	Medicaid Managed Care Average (2004 or Most Recent Data)	Medicaid Managed Care Ranges	Medicaid Managed Care Coefficient of Variation*	Commercial Managed Care Average (2004 or Most Recent Data)	Commercial Managed Care Ranges	Commercial Managed Care Coefficient of Variation*
	(NICHQ) Medical Record						
	Asthma Assessment (AMA-PCPI) Medical Record						
<u>Mental Health</u>	Antidepressant Medication (NCQA) Admin	28.2	8.3-44.7	29.4	24.1	12.9-42.7	39.5
	Antidepressant Medication Management/Acute (NCQA) Admin	45.7	33.6-55.1	12.0	60.9	50.1-67.7	8.1
	Antidepressant Management/Continuation (NCQA) Admin	30.1	20.3-39.7	17.1	44.3	35.8-50.3	9.2
<u>Pregnancy</u>	Anti-D Immune Globulin in Pregnant Women (AMA-PCPI) Medical Record						
	Post Partum Visit Rate (NCQA) Hybrid	68.3	33.3-74.7	12.1	77.8	67.8-90.0	8.3
<u>Appropriate Antibiotic Use</u>	Appropriate Treatment for Children with Upper Respiratory Infection (URI) (NCQA) Admin	84.0	77.1-97.9	5.8	84.1	79.7-89.4	3.3

Domain	Measure/ Sponsor/ Mode of Data Collection	Medicaid Managed Care Average (2004 or Most Recent Data)	Medicaid Managed Care Ranges	Medicaid Managed Care Coefficient of Variation*	Commercial Managed Care Average (2004 or Most Recent Data)	Commercial Managed Care Ranges	Commercial Managed Care Coefficient of Variation*
	Appropriate Testing for Children with Pharyngitis (NCQA Admin)	48.7	19.6-79.9	35.7	85.1	73.2-88.9	5.2

* Coefficient of Variation is the ratio of the standard deviation and the mean of a measure, and is used to measure the degree to which a set of data points varies. Quality improvement efforts would benefit most for performance measures with a high coefficient of variation.

**Inpatient Measures
Medicare Benchmarks**

Domain	Measure	Sponsor	Average (2000-2001 New York State Data) ⁱ	Average New York State (2004 CMS data) ⁱⁱ	Average National (2004 CMS data)
<u>AMI</u>	Aspirin at Arrival	HQA/NQF	84	93	91
	Aspirin Prescribed at Discharge	HQA/NQF	84	90	86
	ACEI for LVSD at Discharge	HQA/NQF	76	79	75
	Beta Blocker at Arrival	HQA/NQF	81	91	84
	Beta Blocker at Discharge	HQA/NQF	85	91	85

Domain	Measure	Sponsor	Average (2000-2001 New York State Data) ⁱ	Average New York State (2004 CMS data) ⁱⁱ	Average National (2004 CMS data)
	Thrombolytic Agent within 30 Minutes of Arrival	HQA/NQF	44	38	32
	PCI within 120 minutes for AMI	HQA/NQF	Not Available	66	62
	Adult Smoking Cessation Advice/Counseling	NQF/CMS	36	70	74
<u>Heart Failure</u>	LVF Assessment	HQA/NQF	81	85	78
	ACEI for LVSD	HQA/NQF	76	77	74
	Discharge Instructions	HQA/NQF	Not Available	43	47
	Adult Smoking Cessation Advice/Counseling	NQF/CMS	Not Available	69	67
<u>Pneumonia</u>	Initial Antibiotic Timing	HQA/NQF	81	69	73
	Pneumococcal Vaccination	HQA/NQF	32	52	46
	Blood Cultures Performed Before First Antibiotic Received in Hospital	HQA/NQF	77	82	82
	Initial Antibiotic Selection for CAP	CMS/JCAHO	83	77	75
	Adult Smoking Cessation Advice/Counseling	NQF/CMS	Not Available	65	64

Domain	Measure	Sponsor	Average (2000-2001 New York State Data) ⁱ	Average New York State (2004 CMS data) ⁱⁱ	Average National (2004 CMS data)
<u>Surgical Infection Prevention</u>	Preventing Ventilator Assisted Pneumonia	NQF/IHI	Not Available	Not Available	Not Available
	Preventing Central Line Catheter Associated Blood Infections	NQF/IHI	Not Available	Not Available	Not Available
	Prophylactic Antibiotics Discontinued Within 24 Hours After Surgery End Time – Overall Rate	NQF/CMS	NQF/CMS	56	64
	Prophylactic Antibiotics Discontinued Within 24 Hours After Surgery End Time – Selected Procedures ***	NQF/CMS	NQF/CMS	Not Available	Not Available
	Prophylactic Antibiotics Received One Hour Before Incision – Overall Rate	NQF/CMS	Not Available	47	69
	Prophylactic Antibiotics Received One Hour Before Incision – Selected Procedures ***	NQF/CMS	Not Available	Not Available	Not Available

Domain	Measure	Sponsor	Average (2000-2001 New York State Data) ⁱ	Average New York State (2004 CMS data) ⁱⁱ	Average National (2004 CMS data)
	Appropriate Prophylactic Antibiotic Selection for Surgical Patients – Overall Rate	NQF/CMS	Not Available	Not Available	Not Available
	Appropriate Prophylactic Antibiotic Selection for Surgical Patients – Selected Procedures ***	NQF/CMS	Not Available	Not Available	Not Available
<u>Miscellaneous</u>	Use of Systemic Corticosteroids for Pediatric Asthma	NQF	Not Available	Not Available	Not Available
	Computerized Order Entry	Leapfrog	Not Available	Not Available	Not Available

* Head of bed elevation 30 degrees or greater (JCAHO, ICU-1).
Daily “sedation vacation” and daily assessment of readiness to extubate.
PUD (peptic ulcer disease) prophylaxis (JCAHO, ICU-2: stress ulcer disease).
DVT (deep venous thrombosis) prophylaxis (JCAHO, ICU-3).

** Hand hygiene.
Maximal barrier precautions upon insertion.
Chlorhexidine skin antiseptis.
Optimal catheter site selection, with subclavian vein as the preferred site for non-tunneled catheters in patients 18 years and older.
Daily review of line necessity with prompt removal of unnecessary lines.

*** Includes CABG, cardiac surgery, hip and knee arthroplasty, colon surgery, hysterectomy, vascular surgery

ⁱ Jencks SF, Huff ED, Cuerdon T. Change in the Quality of Care Delivered to Medicare Beneficiaries, 1998-1999 to 2000-2001. *JAMA*. 2003; Vol. 289: 305-312.

ⁱⁱ <http://www.hospitalcompare.hhs.gov/>. Accessed November 18, 2005.

Sample
Letter of Interest
or
Letter to Receive RFA Updates and Modifications

DOH Contact
DOH Address

Re: RFA #
RFA Title

Dear _____:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our organization be placed on the mailing list: *(please check one)*

- To be notified when any updates, written responses to questions, or amendments to the RFA are posted on the official Department of Health website www.health.state.ny.us .
- To receive actual documents of any updates, written responses to questions, or amendments to the RFA.

Please use the following address to send the notification/documentation: *(please check one)*

- E-mail address: _____
- Street Address: _____

Sincerely,

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation*	Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (check please): <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? <i>Please provide a copy of any of the above certifications that apply.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i> b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i> c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i> d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i>	 <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

<p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p>	
<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>29. In the past five (5) years, has the vendor or any affiliates¹:</p> <ul style="list-style-type: none"> a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Owner/Officer _____
Address	Printed Name of Signatory
City, State, Zip	Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

GRANT CONTRACT

STATE AGENCY (Name and Address): _____ . NYS COMPTROLLER'S NUMBER: _____
 .
 . ORIGINATING AGENCY CODE: _____
 .
 _____ . TYPE OF PROGRAM(S) _____
 .
 .
 .
 FEDERAL TAX IDENTIFICATION NUMBER: _____ . INITIAL CONTRACT PERIOD _____
 .
 . FROM: _____
 .
 . TO: _____
 .
 CHARITIES REGISTRATION NUMBER: _____ . FUNDING AMOUNT FOR INITIAL PERIOD: _____
 ____ - ____ - ____ or () EXEMPT: _____
 (If EXEMPT, indicate basis for exemption): _____ .
 .
 . MULTI-YEAR TERM (if applicable): _____
 . FROM: _____
 . TO: _____

CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY
 CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 02/03)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

APPENDIX

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

By: _____
(Print Name)

Title: _____

Date: _____

Contract No. _____

STATE AGENCY

By: _____
(Print Name)

Title: _____

Date: _____

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

STATE OF NEW YORK)
County of _____) SS:

On the ____ day of _____ 20__, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

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

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

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

APPENDIX A-1
(REV 02/03)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certified that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Education Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States and Local Governments and Non-profit Organizations", then

subject to program specific audit requirements following Government Auditing Standards for financial audits.

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

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101 -121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs whether directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transactions, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of

its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph “e” of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

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

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B – Budget line interchanges;
 - ◆ Appendix C – Section 11, Progress and Final Reports;
 - ◆ Appendix D – Program Workplan
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for
 - a. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - ◆ Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower, Room 1315, Albany, 12237-0016), or
 - ◆ Affidavit Certifying That Compensation Has Been Secured, form SI-12 or form GSI 105.2, or
 - ◆ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for workers' compensation; and
 - b. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
 - ◆ Certificate of Disability Benefits Insurance, form DB-120.1, or

- ◆ Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
- ◆ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for disability benefits insurance.

13. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

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

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

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

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

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

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

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

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number

of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)_____.

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

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

CONTRACTOR SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

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

STATE OF NEW YORK)
County of _____) SS:

On the ___ day of _____ 20___, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

ORGANIZATION:
 CONTRACT PERIOD:

SUMMARY BUDGET FORM

For personal services, enter the position title, name, time units and pay rate for each position. Multiply the time by the rate to complete the "Amount Requested From OMC" column. Enter the fringe benefit rate as a percent and then multiply by the sub-total of Personal Services to calculate the amount for Fringe Benefit.

For "Other Than Personal Services", enter the amounts from each of the additional budget sheets.

ALL AMOUNTS MUST BE ROUNDED TO THE NEAREST DOLLAR.

CATEGORY OF EXPENSE				AMOUNT REQUESTED FROM OMC
PERSONAL SERVICES:				
Position	Name	Time	Rate	\$
Personal Services Subtotal				
FRINGE BENEFITS				Percent:
PERSONAL SERVICES & FRINGE SUBTOTAL (a)				

OTHER THAN PERSONAL SERVICES:		
SUPPLIES AND MATERIALS	From form MC-3:	
EQUIPMENT	From form MC-4:	
SUBCONTRACTS/CONSULTANTS	From form MC-5:	
MISCELLANEOUS	From form MC-6:	
OTHER THAN PERSONAL SERVICES SUBTOTAL (b)		

GRAND TOTAL (sum of a + b)	\$	
-----------------------------------	----	--

ORGANIZATION:
CONTRACT PERIOD:

POSITION DESCRIPTION FORM

For all funded positions, include a brief paragraph summarizing the duties/responsibilities the individual is performing directly related to this contract. Attach additional sheets as necessary.

ORGANIZATION:
CONTRACT PERIOD:

EQUIPMENT BUDGET FORM

List all equipment items to be paid for by this grant, with an estimated cost for each.

<u>Equipment Expense -</u>	
Total Funding Requested From OMC* \$	

* NOTE: The amount shown here must equal the amount found on the Summary Budget Form (MC-1) for this category.

ORGANIZATION:
CONTRACT PERIOD:

SUBCONTRACTS/CONSULTANTS BUDGET FORM

Provide a listing of all subcontracts, including consultant contracts which will be supported in full or in part with the requested funding, along with a description of services to be provided which includes an estimate of the number of hours to be worked and the rate per hour, if applicable. Use additional sheets if necessary.

AGENCY/NAME	DESCRIPTION OF SERVICES	AMOUNT REQUESTED FROM OMC
Total Funding Requested From OMC* \$		

* NOTE: The amount shown here must equal the amount found on the Summary Budget Form (MC-1) for this category, or be carried over to extension form MC-5.1.

ORGANIZATION:
CONTRACT PERIOD:

**SUBCONTRACTS/CONSULTANTS BUDGET FORM
(CONTINUATION FORM)**

AGENCY/NAME	DESCRIPTION OF SERVICES/JUSTIFICATION	AMOUNT REQUESTED FROM OMC
	(CONTINUED FROM PAGE 1)	
Total Funding Requested from OMC* \$		

* NOTE: The amount shown here must equal the amount found on the Summary Budget Form for this category.

ORGANIZATION:
CONTRACT PERIOD:

MISCELLANEOUS - OTHER BUDGET FORM

List items not specifically delineated on other budget pages. Items might include telephone, postage, printing, insurance, equipment rental, stipends, media advertising, travel and other appropriate costs.

Other Expense -

Total Funding Requested from OMC* \$

* NOTE: The amount shown here must equal the amount found on the Summary Budget Form (MC-1) for this category.