

Doctors Across New York

New York State Department of Health (NYSDOH)

RFA Number: 0810080408
Request for Application (RFA)

Physician Loan Repayment Program

Release Date: 10/17/08

Applicant Bidders Conference: 10/24/08 (Albany, with an audio link to NYC and other areas in NYS)

Registration required, no later than 10/23/08

Questions Due Date: 10/30/08

Questions and Answers Available Date: 11/14/08

Applications Due: 12/2/08 (4 PM)

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Overview

The 2008-2009 New York State budget provides funding to support several new programs under the “Doctors Across New York” initiative. Doctors Across New York is an integral component of a multifaceted approach the New York State Department of Health (NYSDOH) is undertaking to address health disparities in New York State. This initiative, which includes this Program, the Physician Practice Support Program, and 4 other initiatives, is designed to improve access to quality health care in the state. This package contains the Request for Application for the Physician Loan Repayment Program.

This program reflects the policy recommendations of the New York State Council on Graduate Medical Education in a report, *Policy Recommendations to the Commissioner of Health*, March 2008; and was also recommended in the report by NYSDOH to the New York State Legislature (endorsed by the New York State Rural Health Council), *Employment Incentives to Encourage Physicians and Nurse Practitioners to Practice in Rural, Underserved Areas*, November 2007. The program recognizes a need to reform Graduate Medical Education and develop programs to encourage physicians to begin practice in underserved communities in New York State.

The Physician Loan Repayment Program - provides up to \$150,000 in loan repayment in exchange for a 5 year service obligation. There are 2 components of this program:

- a) Residency Program Loan Repayment Tracks – teaching hospitals are eligible to apply for loan repayment positions on behalf of physicians who complete training in primary care or specialty tracks and subsequently practice in underserved area(s);
- b) Physician Loan Repayment - hospitals and other health care facilities licensed by NYSDOH or operated or licensed by municipal and county governments and private physician practice organizations and individual physicians may apply for loan repayment guarantees to practice in underserved areas.

Interested parties are invited to review these materials carefully and apply as appropriate:

Teaching hospitals may submit 1 Residency Program Loan Repayment Track application each.

Teaching hospitals, other eligible facilities and physician practice organizations seeking Physician Loan Repayment awards or guarantees may submit up to 2 applications each. To maximize the diversity of applicants, those planning to submit more than one application are encouraged to collaborate with other applicants in the catchment or service area before applying.

Individual physicians may apply for 1 loan repayment award each.

Quick definitions for key terms in this RFA

Applicants - Include general hospitals, other health care facilities licensed by NYSDOH or operated or licensed by municipal or county governments, physician practice organizations and private physicians. An “individual applicant” is any or all site(s) with the same NYSDOH operating certificate, a single physician practice organization (such as an LLC) which may encompass one or several practice sites, or individual physicians. Facilities operated or licensed by the New York State Office of Mental Retardation and Developmental Disabilities; the New York State Office of Mental Health; the New York State Department of Corrections; the New York State Office of Alcoholism and Substance Abuse Services; the New York State Office for Aging; the New York State Division for Youth and federal and municipal corrections and detention facilities and their contractors are not eligible to apply under this RFA.

Full Time Clinical Practice - At least 35 hours of service (with a minimum of 32 clinical hours) per week for at least 48 weeks per year. Physicians providing surgical or interventional procedures are expected to be available and responsible for post-operative care of patients. The 35 hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work performed in any 24-hour period. Time spent in “on-call” status should not be applied toward the 35-hour week. Hours worked in excess of 35 hours per week shall not be applied to any other workweek.

General Hospital – any hospital¹ engaged in providing medical or medical and surgical services primarily to in-patients by or under the supervision of a physician on a twenty-four hour basis with provisions for admission or treatment of persons in need of emergency care and with an organized medical staff and nursing service, including facilities providing services relating to particular diseases, injuries, conditions or deformities. The term general hospital does not include a residential health care facility, public health center, diagnostic center, treatment center, outpatient lodge, dispensary and laboratory or central service facility serving more than one institution.

Loan repayment position - A position that is linked with a loan repayment award for which a contract is executed and cash payment made to an identified physician at the completion of residency or commencement of placement in, or service to, an underserved area.

Identified physician – Physician for whom the facility or physician practice organization is requesting a loan repayment position.

NYSDOH – the New York State Department of Health, its agents, vendors, partners, contractors, subcontractors or any State entity authorized to assist in the administration of the Doctors Across New York Program.

Obligated Service/Service Obligation –5 consecutive years providing medical services in, or serving underserved areas.

Physician – Includes any graduate of an osteopathic or allopathic medical school (and possessing an MD or DO degree) who has been licensed and board-eligible or board-certified in primary care or a medical specialty.

¹ See Section 2801 (10) of the New York State Public Health Law.

Primary Care – Includes general pediatrics, general internal medicine (i.e., excluding hospitalists), family medicine and general OB/GYNs (i.e., excluding OB/GYNs that exclusively provide gynecological services).

Qualifying educational loans (or “educational debt”) – Any student loans that cover graduate or undergraduate tuition and other related educational expenses, made by or guaranteed by the federal or state government, or made by a lending or educational institution approved under Title IV of the federal Higher Education Act.

Resident – Person in a graduate medical education program that has received accreditation from a nationally recognized accreditation body and/or in a program approved by any other nationally recognized organization (i.e., specialty boards) for medical or osteopathic residency programs. Includes chief residents, residents and fellows.

Residency Program Loan Repayment Tracks - Residency tracks created in 2009 that target service in underserved areas for residents who will complete their training in 2010 and subsequent years. Residency tracks may include subspecialty or fellowship positions.

Underserved Area – Any areas, facilities or physician specialties defined in Attachments 4 and 4A of this RFA.

“Serving” underserved area – Health care facility or physician practice organization is deemed to be serving an underserved area if:

- It is located within 5 miles by car (NYC) or 20 miles (Rest of state) or of the approximate center of a geographic Underserved Area, i.e., any area (but not facility) described in Attachment 4 or 4A (based on documentation from <http://www.mapsonus.com> or similar website); and
- The identified physician, facility or physician practice organization serves, or is proposing to serve, a predominantly underserved population (E.g., approximately 50% or more total visits annually from Medicaid recipients, the uninsured, Child Health Plus recipients, Family Health Plus recipients, the chronically ill, migrant health workers, isolated rural populations, residents of Health Professional Shortage Areas or Medically Underserved Areas/Populations (HPSAs/MUAs), or other clearly-defined underserved populations).

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Request for Application for Physician Loan Repayment Program

I. Introduction

Program Description

As part of a major reform effort and in recognition of the need to reinvest funds in community care, the 2008-09 budget provides funding in the amount of \$1.96 million to support a program which will provide physicians with up to \$150,000 in repayment over a five-year period for qualified educational loans in exchange for a minimum 5-year commitment to practice in underserved areas. Funding will be allocated regionally with one-third of available funds going to New York City and two-thirds of available funds going to the rest of the state. In no case shall less than fifty percent of available funds be distributed to general hospitals. It is expected that additional appropriations will be made in subsequent years to continue this program. See Section III for actual amounts.

Problem To Be Addressed

Approximately 25% of New York State's population lives in 91 federally-designated primary care Health Professional Shortage Areas (HPSAs). In addition, many areas of the state have shortages of critical specialists. Eight counties have no OB/GYNs practicing obstetrics; the Southern Tier has seen an 18% reduction in OB/GYNs since 2001; the Mohawk Valley has seen an 18% decline in surgeons; and Western New York has seen a 16% decline in surgeons over the same time period.

In addition, the average debt at graduation for those physicians who graduated U.S. allopathic medical schools in 2004 and who had financed their medical educations through loans was over \$115,000.² Although public, state-subsidized medical schools once provided an affordable medical education, debt is now increasing among public medical school graduates at a faster rate than among their private school counterparts. Medical school tuition is the primary driver of debt load, but the growing costs of housing, transportation, and undergraduate education also play a role.

Although the state and federal governments offer limited programs that partially pay for education loans of physicians who agree to practice in medically underserved areas, these programs are not currently incentivizing enough physicians to practice in underserved areas.

Rising medical education debt may have detrimental effects that reach beyond the finances of young physicians. Large debt burdens may deter physicians from practicing in underserved areas and deter minorities from applying to medical school. This will adversely affect the diversity and distribution of the physician workforce as well as access to health care.

This new program will address these issues by offering greater financial incentives compared to similar existing New York State programs. Combined with other reimbursement reform efforts that offer increased investment in physician services in underserved areas, the Doctors Across New York Physician Loan Repayment Program will begin to reduce the number of areas that currently lack diverse and adequate primary and specialty physician services.

² Alik S. Widge, MS, et. Al., Effects of Medical Education Debt on Access to Healthcare
http://contextjournal.org/category_archived.php?category_id=5&article_id=233&journal_id=10

II. Who May Apply - There are 2 components of loan repayment available under this program:

A. Residency Program Loan Repayment Tracks - reduces educational debt of physicians identified by teaching hospitals through this RFA who agree to complete training in a primary care or specialty track that provides training experiences in underserved areas and subsequently serve in, or provide services to, these areas. Identified physicians will be provided a loan repayment contract and funding by NYSDOH in exchange for 5 years' obligated service.

Teaching hospitals licensed by NYSDOH are eligible to apply for this component of the Program on behalf of physicians.

B. Physician Loan Repayment - reduces educational debt of physicians willing to practice in, or serve, underserved areas for a minimum of 5 years. Physicians are required to begin their service obligation no later than 90 days after executing a loan repayment contract, and preferably earlier, under this component.

General hospitals, other health care facilities licensed by NYSDOH or operated or licensed by municipal or county governments, physician practice organizations and private physicians may apply for this component on behalf of physicians.

Minimum and Preferred Eligibility Requirements:

A. Residency Program Loan Repayment Tracks

In order to qualify for this component of loan repayment, applicants must meet **both** of the following **minimum** eligibility requirements:

- Applicant is a teaching hospital licensed to operate in New York State by NYSDOH; and
- The post-graduate medical education residency program identified in Attachment 2, item i. has received accreditation from a nationally recognized accreditation body or has been approved by a nationally recognized organization for medical or osteopathic programs including, but not limited to, specialty boards.

Preferred applicants will:

- Be well-equipped to proceed with the project by virtue of an institutional history, ownership, affiliations and mission that contribute to the project's success;
- Have a strong prospect for success, outstanding administrative expertise and past experience administering residency programs that specifically target underserved areas or that prepare or assist program graduates for placement in underserved areas;
- Develop a strong curriculum that provides (1) training in community-based sites serving populations in underserved areas; (2) experience managing chronic diseases prevalent in underserved communities; (3) linkages with other health care professionals; (4) opportunities for integration with the community; (5) opportunities for research projects and advocacy; and (6) equivalent training experiences for all residents in the residency program;
- Target services in, or serve a highly underserved community;
- Clearly document activities needed to implement this project; and

- Demonstrate a strong capability for making progress and ensuring the success of the project.

B. Physician Loan Repayment

In order to qualify for this component of loan repayment, applicants must meet **one of** the following **minimum** eligibility requirements:

- General hospital or other health care facility licensed by NYSDOH or operated or licensed by municipal or county government; or
- Solo or group physician practice organization located in New York State; or
- Individual physician is all of the following:
 - a U.S. citizen or permanent resident; and
 - licensed to practice in New York State; and
 - **not** currently working in, or serving, an underserved area prior to May 1, 2008; and
 - in good standing with the NYSDOH Office of Professional Medical Conduct;³ and
 - a residency program graduate within five years immediately preceding the period for which this award is granted; and
 - at least one of the following:
 - ✓ a graduate of a medical school in NYS; or
 - ✓ a graduate of an undergraduate program in NYS;
 - ✓ a graduate of a residency program in NYS; or,
 - ✓ a graduate of a high school in NYS; and

Preferred applicants will:

- Be well-equipped to proceed with the project by virtue of a history, ownership, affiliations, mission or (for physician applicants) a strong CV that contribute to the project's success;
- Possess substantial past experience providing culturally competent services to underserved communities and in treating conditions prevalent in such communities;
- Locate services of specialties in the highest shortage, or serve a highly underserved community;
- Demonstrate a strong capability for substantially improving access to primary or specialty care and assuring better health outcomes for the identified region or population;
- Clearly document activities needed to implement this project; and
- Demonstrate a strong capability for making progress and ensuring the success of the project.

³ I.e., not under indictment for, or convicted of, any felony as defined by the New York State Penal Code, accessible at: <http://public.leginfo.state.ny.us/menuf.cgi>.

III. Program Narrative

Overall Expectations for Project

This project seeks to create incentives to teaching hospitals to develop new curricula to train residents to serve underserved areas (see definitions, page 3); to provide loan repayment incentives to physicians to provide needed medical services in a culturally sensitive manner to underserved populations throughout New York State; and to improve access to health care and assure better health outcomes for the identified regions and populations.

Successful non-physician applicants will be well-equipped to train, recruit and retain qualified and motivated physicians to serve these populations. Successful physician applicants will have the competence and motivation to serve these populations over at least a five-year period. All successful applicants will locate services in, or serve, a highly underserved community, and substantially improve access to primary or specialty care and assure better health outcomes for the identified region or population for a minimum of five years.

Awardees are also expected to document activities to implement this project and demonstrate progress, via improved community health outcomes or other benchmarks that ensure the success of the project at the conclusion of the obligation period.

To this end, all contractors will verify to NYSDOH, on a basis to be determined by the contract, the employment status of obligated physicians, as well as aggregate data on the demographics and socio-economic status of patients seen by the obligated physician.

Expectations for the 2 components of loan repayment are as follows:

A. Residency Program Loan Repayment Tracks

An applicant teaching hospital is expected to:

- Identify a physician specialty in short supply and a resident in that specialty to receive an award;
- Establish a Residency Program Loan Repayment Track and train one physician per application in the identified specialty in short supply to work in, or serve, underserved areas;
- Ensure that the Residency Program Loan Repayment Track training period is no longer than 1 year. Physicians eligible for awards under his RFA cycle are expected to complete training no later than December 31, 2010;
- Ensure that a minimum of 20% of the resident's Residency Program Loan Repayment Track training occurs in, or serves, underserved area(s);
- Monitor progress of residents and/or fellows placed in Residency Program Loan Repayment Tracks in completing training and provide mentoring or counseling services as appropriate;
- Assist identified physicians in commencing service obligations no later than 180 days after completing training;

- Provide periodic reports to NYSDOH regarding the selection process and progress of Residency Program Loan Repayment Track positions.

B. Physician Loan Repayment

All institutional applicants for this component of loan repayment are expected to:

- Identify specialties in short supply in, or serving, underserved areas;
- Ensure that physicians awarded loan repayment contracts are placed in, or serve populations in, underserved areas no later than 90 days after the date of execution of the loan repayment contract;
- Monitor the employment of physicians awarded loan repayment; and
- Provide periodic reports to NYSDOH regarding the progress of physicians awarded loan repayment funding.

In addition, obligated physicians are expected to:

- Have secured a job offer from a health care institution or practice or demonstrate the establishment of a practice⁴ in or serving an underserved area;
- Agree to at least 5 years' obligated service in, or serving, an underserved area;
- Provide full time service, as defined on page 3 of this RFA;
- Agree that absences totaling greater than 4 weeks in a service year will extend the service commitment end date;
- Begin practice no more than 90 days after signing a contract with NYSDOH;
- Agree to provide services in the specialty to all persons regardless of their ability to pay;
- Practice in or serve an underserved area;
- Provide substantial care for Medicaid, Child Health Plus, Family Health Plus, the uninsured and special needs populations; and
- Contract directly with, and be accountable to, NYSDOH for all aspects of the service obligation.

Service Obligation

Service obligations can be met by, for 5 consecutive years, providing medical services in, or providing medical services to populations in, any area or facility or physician practice organization listed in Attachments 4 and 4A. The service obligation will begin at the time the loan repayment contract is executed by the New York State Office of the State Comptroller or the start date of the contracted service, whichever is later.

Deferral and Default

Any obligated physician who defaults on his or her obligation will be responsible for the repayment, plus interest at a rate to be determined with respect to under payments of personal income tax as follows:

- Service of less than 2 years requires repayment of 100% of total funds received;
- Service of more than 2 but less than 3 years requires repayment of 50% of total funds received;

⁴ I.e., has, at a minimum, secured relevant state permits to open a practice and has developed a viable business plan.

- Service of more than 3 but less than 4 years requires repayment of 25%, of total funds received; and
- Service of more than 4 but less than 5 years requires repayment of 10%.

NYSDOH, at its sole discretion, reserves the right to postpone, change or waive the service obligation and repayment amounts in individual circumstances where there is compelling need or hardship.

Basis for the Guarantee/Award

Teaching hospitals will have the first priority in identifying Residency Program Loan Repayment Track positions. Up to 25 loan repayment awards will be provided to physicians in a Residency Program Loan Repayment Track. Loan repayment contracts will be developed and executed between NYSDOH and identified physicians. Funds will be paid to the physician identified by the teaching hospital upon successful completion of training, licensing and placement in an eligible facility or physician practice organization and the execution of a loan repayment contract.

If a teaching hospital awarded a Residency Program Loan Repayment Track position **cannot** identify an eligible physician, or if the identified physician does not execute a contract for loan repayment funds within 24 months after the facility is selected by NYSDOH, the award may be rescinded, and subsequently offered to the highest-scoring Residency Program Loan Repayment Track applicant who had not been offered an award via the appropriate RFA bidding cycle.

Eligible institutional applicants (non-physicians) may apply for up to 2 separate guarantees, but not funding, for loan repayment positions. If awarded a guaranteed loan repayment position, facilities are expected to identify an eligible physician, and the identified physician is expected to execute a contract for loan repayment funds, within six months after the facility is selected by NYSDOH for a guaranteed position via this RFA.

If an institutional applicant who is awarded a guaranteed loan repayment position *other than* a Residency Program Loan Repayment Track **cannot** identify an eligible physician, or if the physician does not execute a contract for loan repayment funds within six months after the facility is selected by NYSDOH, the guaranteed position offer may be rescinded, and the guaranteed position will be offered to the next highest-scoring institutional Physician Loan Repayment Program applicant who had not been offered a guarantee via the most recent RFA bidding process.

Individual physicians may apply directly for loan repayment awards on behalf of themselves.

Funding shall be allocated regionally with approximately one-third of available funds awarded to physicians in New York City and approximately two-thirds of available funds awarded to physicians in the rest of the State. No less than fifty percent of the available funds shall be awarded to physicians employed by general hospitals; the remaining funds shall be awarded to physicians employed by other health care providers. If any additional funds become available for this program, such additional funds shall be awarded in the same manner.

Successful applicants will be selected based on the degree to which they have achieved the preferred qualifications listed in Section II and Section VB and C. It is anticipated that approximately 100 loan repayment positions will be awarded in early 2009, subject to the availability of funds, with loan repayment contracts beginning in April 2009.

Obligated physicians may receive up to \$150,000 over 5 years, payable upon contract execution and submission and verification of quarterly expenditure and progress reports and in increments of 10 payments each of one-half the annual award as follows:

- 15% of total qualified debt not to exceed twenty thousand dollars for the first year;
- 15% of total qualified debt not exceed twenty-five thousand dollars for the second year;
- 20% of total qualified debt not to exceed thirty-five thousand dollars for the third year; and
- 25% of total qualified debt not to exceed thirty-five thousand dollars per year for the fourth and fifth years.

The first payment of one-half the annual award will be made upon verification that the awarded physician has completed a minimum of six months' obligated service and receipt of periodic reports as required by the contract. Subsequent payments will be made in six-month periods thereafter, pending verification of employment.

Tax Issues

All payments to physicians under this program may be subject to New York State and federal taxes. Please consult your tax professional for more information about your specific tax situation.

Required reports

Teaching hospitals may be required to report on the vetting process for applications submitted to them for consideration for Residency Program Loan Repayment Track positions.

In addition, teaching hospitals and all other facilities and physician practice organizations guaranteed loan repayment positions will be required to verify to NYSDOH the employment status of obligated physicians, and, on an as-requested basis, aggregate data on the demographics and socio-economic status of patients seen by the obligated physician.

Obligated physicians will be required to provide to NYSDOH detailed information on qualifying educational loans.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by NYSDOH. 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 (i.e., via email, fax or postal mail) to:

Caleb Wistar
Workforce Development Unit
New York State Department of Health
Tower Building Room 1084 ESP
Albany NY 12237-0053
sch_loan@health.state.ny.us
(518) 473-7019 (V) (518) 474-0572 (F)

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

Questions of a technical nature can be addressed in writing or via telephone by calling Caleb Wistar in the Workforce Development Unit. **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.

This RFA has been posted on the NYSDOH public website at: <http://www.nyhealth.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the above link. All such updates will be posted on or about the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference, official applicant conference minutes), please complete and submit a letter of interest (see Attachment 6). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information. Submission of a letter of interest is not a requirement for submitting an application.

C. Applicant Conference

An applicant conference will be held for this project on October 24, 2008. This conference will be held at Concourse Meeting Room 1, Empire State Plaza, Albany, New York, , with an audio link for attendees in 90 Church Street, Conference Room 4A-B, New York, NY. Additional audio links will be available in various locations statewide. Please refer to the NYSDOH public website for locations. The Department requests that potential applicants register for this conference by emailing gme@health.state.ny.us by 12 noon, October 23, 2008 to insure that adequate accommodations be made for the number of prospective attendees. Please specify which location you will attend. Include in the email the name of the organization and up to 2 names of those representing your organization who will be attending. Security considerations require that all attendees provide a photo ID to be admitted to the conference. No one will be admitted to the conference who has not registered by the due date. A maximum number of 2 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.

D. How to file an application

Applications must be received at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.⁵

⁵ It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at NYSDOH's discretion.

Caleb C. Wistar
New York State Department of Health
Workforce Development Unit
Room 1084 Corning Tower
Empire State Plaza
Albany, NY 12237

Applicants shall submit a set consisting of 1 original, signed application and 3 copies per application package. Application packages should be unbound (use paper clips or clasps only) and clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Teaching hospitals may submit up to 1 application for a Residency Program Loan Repayment Track, plus up to 2 applications application for Physician Loan Repayment. All other non-physician applicants for the Physician Loan Repayment component may submit up to 2 applications each; individual physicians may submit 1 application each, submitted in the format specified above. Applications will not be accepted via fax or e-mail.

E. NYSDOH 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 not be documented to the satisfaction of NYSDOH and the State Comptroller;
- 5) Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State;
- 6) Eliminate mandatory requirements unmet by all applicants;
- 7) If NYSDOH is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, NYSDOH may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State; and
- 8) Award grants based on geographic or regional considerations to serve the best interests of the State.

F. Term of the Contract

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

It is expected that contracts or other agreements resulting from this RFA for the Resident Loan Repayment Tracks and the Physician Loan Repayment component will have a 5-year time period; the former is anticipated to begin in April 2010 and the latter anticipated to begin in April 2009.

G. Payment and Reporting Requirements of Grant Awardees

1. NYSDOH, or its designee, may, at its discretion, make payments directly to physicians in the manor described in Section III or as otherwise determined by NYSDOH.

2. The grant contractor and obligated physicians will be required to submit the following periodic reports on a basis to be determined by the contract:
 - Teaching hospitals may be required to report on the vetting process for applications submitted to them for consideration for Residency Program Loan Repayment Track positions;
 - In addition, teaching hospitals and all other facilities will verify to NYSDOH the employment status of obligated physicians. All facilities will also be required to report aggregate data on the demographics and socio-economic status of patients seen by the obligated physician.
 - Obligated physicians will be required to provide to NYSDOH detailed information on educational debt.

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. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact NYSDOH or the Office of the State Comptroller for a copy of the paper form. All applicants must also complete and submit the Vendor Responsibility Attestation (Attachment 5).

I. Specifications

1. By signing the “Application Cover Sheet” 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, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached 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 NYSDOH, 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 judgment 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. Appendices

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 A-2 Program Specific Clauses
- APPENDIX B - Budget/Payment Terms
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; or
- **DB-120.1** -- Certificate of Disability Benefits 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 Format

A complete application consists of a technical proposal and a financial proposal submitted in a sealed envelope separate from the technical proposal, formatted as noted below. Institutions requesting funding for more than one physician must submit separate applications.

a. Applying for Residency Program Loan Repayment Tracks (teaching hospitals only)

A complete *technical* proposal consists of Items 1-8 below.

Please provide all information in no less than size 12 clear text font, double spaced on 8.5" by 11" paper. Responses shall be limited to the **EXACT** number of pages noted below. **Any materials submitted in excess of these page limits may not be considered.** (ATTACH ADDITIONAL SHEETS AS SPECIFIED BELOW – MAXIMUM OF 1 POSITION PER APPLICANT):

1 – Application Cover Sheet (Attachment 2) – Complete items a. through l.

2 - Applicant Information: Submit **1 page** (Labeled “Residency Track Applicant Information”) specifying your exact corporate name, brief history, ownership, affiliations and mission. Include a general discussion of how your facility is prepared to proceed with the project, Describe years of experience in teaching residents, nature of past or current past or current program linkages with, and commitment to teaching medical students or residents in, underserved communities and underserved populations, past efforts to recruit physicians in the identified specialty, etc;

3- Applicant Capability: Submit up to **4 pages** (Labeled Residency Track Applicant Capability”) and Attachment 4 (with documentation as specified below; Attachment 4 and documentation are not included in the page count)⁶ describing the institution’s current organizational structure and prospect for success of this specific project; administrative expertise and past experience administering residency programs that specifically target underserved areas or that prepare or assist program graduates for placement in underserved areas; adequacy of the proposed Residency Program Loan Repayment Track in developing a curriculum that provides:

⁶ 4-page limit does not apply to Attachment 4 and backup documentation for Attachment 4.

- a significant percentage of training experiences in community-based sites serving populations in underserved areas. Such sites should include an affiliation agreement(s) with free-standing ambulatory care sites;
- training experience serving Medicaid, Child Health Plus or Family Health Plus recipients and the uninsured (check item 10, attachment 4 and provide documentation);
- experience managing chronic diseases prevalent in underserved communities;
- linkages with other health care professionals in the community;
- non-medical/non-health care experiences that encourage integration with the community’s civic, educational or social groups or service organizations;
- opportunities for research projects and advocacy related to the provision of health care to underserved populations; and
- equivalent training experiences for all residents in the residency program at the same post-graduate year (PGY) as the loan repayment position.

4-- Rationale for loan repayment: Submit **up to 3 pages** (Labeled “Residency Track Rationale for loan repayment”) that discuss:

- the specialty and purpose for creating this specific Residency Program Loan Repayment Track and for requesting loan repayment funds for the physician;
- expectations for obligated service;
- the general geographic area targeted or degree of shortage of physicians in the identified specialty;
- if and how the specific Residency Program Loan Repayment Track trains residents who provide primary care services, general OB/GYN services, general surgical services, care for the elderly population, emergency medicine services, and mental health services, including child and adolescent mental health care; and
- amounts of educational debt typical to the physician specialty targeted.

5 - Project Impact: Submit **1 page** (Labeled “Residency Track Project Impact”) that describes how the project will result in improved access to health care and better health outcomes for the identified region or population.

6 - Implementation Plan and Timetable: Submit **1 page** (Labeled “Residency Track Implementation”) that provides an implementation plan. Include all activities needed to implement this project and a timetable for implementation.

7 - Monitoring: Submit **1 page** (Labeled “Residency Track Monitoring”) that describes the methodology to be used to track progress and ensure the success of the project. Describe how the monitoring plan will include identification of barriers and strategies to resolve them.

8 - Vendor Responsibility Attestation (Attachment 5). All applicants are required to submit this form as part of the RFA package (not included in the page count).

b. Applying for Physician Loan Repayment Program

A complete *technical* proposal consists of Items 1-8 below.

Please provide all information in no less than size 12 font clear text font, double spaced on 8.5” by 11” paper. Responses shall be limited to the **EXACT** number of pages noted below.

Any materials submitted in excess of these page limits may not be considered.⁷ (ATTACH ADDITIONAL SHEETS AS SPECIFIED BELOW – MAXIMUM OF 2 POSITIONS PER FACILITY (separate applications must be submitted for each position); MAXIMUM OF 1 POSITION PER INDIVIDUAL PHYSICIAN APPLICANT). NOTE: Applicants who have identified physician candidates for loan repayment may also complete Attachment 3. Physicians applying individually should also complete Attachment 3.

1 – Application Cover Sheet (Attachment 2) –Facilities and physician practice organizations should complete items a. through g. and m. through s. Physicians applying individually should complete items m. through s. Physicians applying individually should complete items a., b., e., and t. through y; facilities that have identified physicians for loan repayment should also complete sections t. through y.

2 - Applicant Information: Submit **1 page** (Labeled “Loan Repayment Applicant Information”) specifying your exact corporate name, brief history, ownership, affiliations and mission. Include a discussion of how your facility is prepared to proceed with the project. Individual physician applicants should submit a detailed CV in lieu of the above and Attachment 3.

3. -- Applicant Capability: Submit **up to 2 pages** (Labeled “Loan Repayment Applicant Capability”) describing how your facility’s current organizational structure will enhance prospects for the success of this project, including job descriptions of key administrative staff who will assure the retention of the obligated physician for the duration of the 5-year obligation. Discuss administrative expertise and past experience administering loan repayment programs. Describe how your current organizational structure will promote the success of an obligated physician placed in your facility or physician practice organization. Discuss current service in community-based sites; service to Medicaid recipients, Child Health Plus recipients, Family Health Plus recipients, and the uninsured; involvement in non-medical/non-health care experiences that encourage integration with the community; service to patients with chronic diseases; opportunities to link with other health care professionals in the community; the provision of culturally competent services to minority cultures; and any emphasis on hiring health care professionals fluent in a modern non-English language (if any) spoken by a significant portion of the community in which obligated service is sought.

Individual physician applicants should submit, in lieu of the above, a statement of **up to 2 pages** attesting to the capability to perform as an obligated physician, including academic performance, career goals, potential for professional work, special abilities and/or skills relative to patient care, commitment to work with the underserved, any previous professional experience working with this population, experience living in other counties or serving minority cultures, and fluency in a non-English language (if any) spoken by a significant portion of the community in which obligated service is sought.

4 - Rationale for Loan Repayment: Attach up to 3 pages (Labeled “Loan Repayment Rationale”) and include Attachment 4⁷, to discuss:

- the purpose of the loan repayment award (e.g., specialty targeted; time frames for funding, reasons for selecting the requested specialty for an award, etc.);

⁷ Page limit does not apply to documentation pertaining to items checked in Attachment 4.

- expectations for obligated service including, but not limited to targeting fluency in a modern non-English language (if any) spoken by a significant portion of the community in which obligated service is sought;
- the practice site, region or geographic area targeted and shortages of physicians in the identified specialty (including, but not limited to, primary care services, general OB/GYN services, general surgical services, care for the elderly population, emergency medicine services, and mental health services, including child and adolescent mental health care; in federal shortage areas and facilities); in rural hospitals; to indigent or special populations; in facilities with high vacancy rates; in isolated communities; in facilities with long wait lists for service and high utilization and emergency room use rates per physician; and
- amounts of educational debt typical to the physician specialty targeted.

5 - Project Impact: Attach 1 page (Labeled “Loan Repayment Project Impact”) that describes how the project will result in improved access to health care and better health outcomes for the identified region or population.

6 - Implementation Plan and Timetable: Attach 1 page (Labeled “Loan Repayment Implementation”) that provides an implementation plan. Include all activities needed to implement this project and a timetable for implementation.

7- Monitoring: Attach 1 page (Labeled “Loan Repayment Monitoring”) that describes the methodology to be used to track progress and ensure the success of the project. Describe how the monitoring plan will include identification of barriers and strategies to resolve them.

8 -Vendor Responsibility Attestation (Attachment 5) - All applicants are required to submit this form as part of the RFA package (not included in the page count).

A complete *financial proposal* for both Residency Loan Repayment Tracks and Physician Loan Repayment consists of a completed Attachment 7 submitted in a SEPARATE, SEALED envelope. Provide information relating to the actual or projected amount requested for physician loan repayment for the FULL 5-year obligation period (up to \$150,000) in a separate sealed envelope.

B. Application Scoring

Forms will be scored based on the below criteria, with technical and financial separate proposals being scored separately. Technical proposals will be scored based on the below criteria:

a. Residency Program Loan Repayment Tracks -

1) Applicant Information	maximum points	5
2) Applicant Capability	maximum points	45
3) Rationale for loan repayment	maximum points	20
4) Project Impact	maximum points	10
5) Implementation plan and timetable	maximum points	5
6) Monitoring	maximum points	5

Maximum total points **90**

b. Physician Loan Repayment Program -

1) Applicant Information	maximum points	5
2) Applicant Capability	maximum points	15
3) Rationale for loan repayment	maximum points	50
4) Project Impact	maximum points	10
5) Implementation plan and timetable	maximum points	5
6) Monitoring	maximum points	5

Maximum total points **90**

Applications that receive the highest technical scores will best reflect the highest number of preferred eligibility requirements described in Sections II and V. **Points may be deducted from applications which deviate from the prescribed format.**

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted. Failure to use the correct application form will result in disqualification. Vague or incomplete information will not be construed to your benefit.

Financial proposals will be scored based on the below criteria:

1) Financial Proposal	maximum points	10
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Maximum total financial points **10**

Total Maximum points **100**

Applications that receive the highest financial scores will best reflect the lowest dollar cost per unit as described in Section C below.

C. Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by NYSDOH.

Applications will be reviewed separately by technical and financial review teams as described below. Total application scores will be the sum of the weighted technical and financial application scores. Scores will then be rank-ordered within the 6 groups specified below.

Funding will first be guaranteed for up to 24 months for loan repayment (but paid out of future award cycle funding, if any) for up to 25 physicians under the Residency Program Loan Repayment Track component. As a second priority, approximately half of current award funds in each region will be guaranteed for up to 6 months to repay loans of physicians identified by hospitals under the Physician Loan Repayment component. As a third priority, approximately one-half of current award funds will be guaranteed for up to 6 months to physicians identified by all other facilities and individual physicians seeking loan repayment. One-third of total available funding will be distributed to physicians located in New York City, and two-thirds to physicians in the rest of New York State.

In the event that an insufficient number of hospital applicants applies for funding, such that the 50% second-priority allocation cannot be achieved, any funds that otherwise would be allocated to hospitals will be re-allocated to other facilities and individual physicians.

The *technical proposal* will be reviewed based on a weighting formula to determine the highest score by a separate set of 3 technical reviewers separated into 6 review groups: (1) teaching hospitals (applying for Residency Program Loan Repayment Tracks), (2) hospitals and other facilities, and (3) individual physicians (applying for Physician Loan Repayment) – that each will further be separated into 2 additional sub-groups: (1) those from applicants targeting New York City-based awards and (2) those targeting the rest of the state. For each review group, the formula to be used in determining technical scores is:

Technical Evaluation Score = $(a/b)*90$ where:

a = average technical score of application reviewed within a review group; and

b = highest average technical score of all applications within a review group.

It is expected that additional appropriations will be made available to support repayment awards over the course of the 5-year obligation period. Awards for the duration of the obligation period are subject to the availability of funding, with priority funding available to support renewals of existing loan obligations. Additional awards may be made available should additional funding become available to support new awards.

The financial proposal will be reviewed based on a formula to determine lowest cost by a separate set of 2 financial reviewers separated into 2 review groups; (1) applicants targeting New York City-based awards and (2) those targeting the rest of the state. For each review group, the formula to be used in determining lowest cost, over the life of the request, is as detailed below:

Financial Evaluation Score = $(a/b)*10$ where:

a = average evaluation score for applicant being scored (in dollars); and

b = highest average evaluation score of all applicants (in dollars) within a financial review group.

Scores will be based on the sum of the technical and financial weighted scores. groups as specified above, subject to the funding distribution requirements specified in Section III.

Awards will be made to the applicants who score the highest in each of the 6 review groups for both the technical and financial proposals as

Following the awarding of guarantees from this RFA, applicants may request a debriefing from NYSDOH no later than three months from the date of the announcement. This debriefing will be limited to the positive and negative aspects of the specific applicant's application.

VI. Attachments

Attachment 1: Standard Grant Contract with Appendices

Attachment 2: Application Cover Sheet

Attachment 3: Application: Physician Loan Repayment (Individual physician additional application)

Attachment 4: Checklist for Loan Repayment/Eligible Underserved Areas/Facilities

Attachment 4A: Eligible Specialty Underserved Areas

Attachment 5: Vendor Responsibility Attestation

Attachment 6: Sample Letter of Interest/Letter to Receive Notification of RFA Updates and Modifications

Attachment 7: Budget Form

Attachment 1 - Standard Grant Contract with Appendices

STATE AGENCY (Name and Address): NYS

COMPTROLLER'S NUMBER: _____

ORIGINATING AGENCY CODE: _____

CONTRACTOR (Name and Address): _____

TYPE OF PROGRAM(S) _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

INITIAL CONTRACT PERIOD _____

MUNICIPALITY NO. (if applicable): _____

FROM: _____

TO: _____

CHARITIES REGISTRATION NUMBER: _____
 or () EXEMPT:
 (If EXEMPT, indicate basis for exemption): _____

FUNDING AMOUNT FOR INITIAL PERIOD: _____

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 8/08)
- _____ 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 _____

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

CONTRACTOR

By: _____

(Print Name)

Title: _____

Date: _____

. "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)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE . STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

. Contract No. _____

. STATE AGENCY

. By: _____

(Print Name)

. Title: _____

_____ . Date:

. State Agency Certification:

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-2.

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.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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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 certifies 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 Educational 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 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 \$500,000 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 \$500,000, 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 ©(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 © 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;

A request for or receipt of a contract (other than a contract referred to in clause © below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause © below), or subgrant that does not exceed \$100,000; and
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 either 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 \$1000 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 and 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 transaction*, *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 Transaction," 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 any 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.

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.

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. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. 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; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan will require OSC approval.

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.

13. 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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 A-2 Program Specific Clauses

In consideration of the receipt of a loan repayment award which is hereby acknowledged, the CONTRACTOR agrees that he/she:

- is a United States citizen or permanent resident;
- has secured a job offer from a health care institution or practice or demonstrates the establishment of a practice⁸ eligible for obligated service;
- shall fulfill the service obligation by practicing as a(n) <<Specialty>> at a facility which is located in a underserved area as defined by the Commissioner for at least 35 hours (with a minimum of 32 clinical hours) per week for at least 48 weeks per year. The 35 hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work performed in any 24-hour period. Time spent in “on-call” status shall not be applied toward the 35-hour week. Hours worked in excess of 35 hours per week shall not be applied to any other workweek.
- shall begin practice no more than 90 days after signing this service agreement;
- is, or shall be a resident of New York State at the time obligated service is commenced;
- is a graduate from a medical school approved by the New York State Education Department;
- is:
 - A graduate from a medical school in NYS; or
 - A graduate of an undergraduate program in NYS; or
 - A graduate from a residency program in NYS; or,
 - A graduate from a high school in NYS;
- has a valid license to practice medicine in New York State and is board-certified or eligible in the specialty identified in 3. above;
- has completed his or her residency program within 5 years preceding the date of this contract;
- The period of the service obligation identified in 3. above is five years regardless of the amount of the annual award payment;
- shall not charge more for professional services than the usual and customary rate prevailing in the area in which such services are provided. If an individual is unable to pay the amount so charged for professional services, he/she shall charge such individual at a reduced rate or not charge such individual any amount;
- shall provide health services to individuals in the area without discriminating against them because (a) of their inability to pay for those services or (b) payment for these health services shall be made under part A or B of title XVIII of the Social Security Act (42 U.S.C. 1395) (“Medicare”) or under a State plan for medical assistance approved under titles XIX and XXI of that ACT (“Medicaid” and “State Children’s Health Insurance Program”);
- shall accept assignment under section 1842(b)(3)(B)(ii) of the Social Security Act (42 U.S.C. section 1395u(b)(3)(B)(ii)) for all services for which payment may be made under Part B of Title XVIII of such Act. He/she shall enter into an appropriate agreement with the State agency which administers the State plan for medical assistance under titles XIX and XXI of the Social Security Act to provide services to individuals entitled to medical assistance under the plan or work under current agreement of employing facility;
- shall maintain a patient mix that substantially consists of Medicaid, CHPlus, Family Health Plus, uninsured and special needs populations;
- is not in default on the repayment of a guaranteed student loan or in default under the terms of any service obligation on any other governmentally administered scholarship or financial aid program and refuses to allow the New York State Higher Education Services Corporation to directly apply the award to the defaulted account(s);
- is not obligated under the New York State Regents Physicians’ Loan Forgiveness Award Program, Regents New York State Health Care Scholarship Program in Medicine, or any other state- or federally-funded scholarship or loan repayment program (e.g. National Health Service Corps) for the contract period;
- has not been working as a physician in, or serving an underserved area prior to May 1, 2008;
- is not under indictment for, or has been convicted of, any felony, as defined in relevant NYS statutes;
- must receive prior approval in writing from NYSDOH to modify any aspect of the service obligation;

⁸ I.e., has, at a minimum, secured relevant state permits to open a practice and has developed a viable business plan.

If identified physician fails to comply with the requirements concerning the service obligation, the CONTRACTOR may be considered in default under this contract.

APPENDIX B - Budget - See Attachment 7
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:

- ① 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
- ① 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:

- ① the end of the first monthly/quarterly period of this AGREEMENT; or
- ① 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.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

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 - 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 RFA 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 RFA 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 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; or
- **DB-120.1** -- Certificate of Disability Benefits 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.

Agency Code 12000

APPENDIX X

Contract Number: _____ Contractor: _____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) _____ with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

This amendment is is is not a contract renewal as allowed for in the existing contract. All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ _____ From ____/____/____ to ____/____/____.
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ _____ From ____/____/____ to ____/____/____.

This will result in new contract terms of:

\$ _____ From ____/____/____ to ____/____/____.
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____ Contractor: _____
Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

“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.”

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL’S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER’S SIGNATURE

By: _____ Date: _____

Attachment 3: Application: Physician Loan Repayment (Individual physician additional application)

**NEW YORK STATE DEPARTMENT OF HEALTH
Doctors Across New York Loan Repayment Program
Corning Tower, Room 1084
Empire State Plaza
Albany, New York 12237-0053 (518) 473-7019**

for 2008 Awards

INSTRUCTIONS:

Physicians applying individually should use this application. Fill out all information below (MAXIMUM OF 1 AWARD PER PHYSICIAN):

1) IDENTIFYING DATA (APPLICANT)

a) Name

Last _____	First _____	M.I. _____
------------	-------------	------------

b) Address

No. _____	Street _____	Apt. # _____	City _____	State _____	Zip _____
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c) Telephone Home () _____ Work () _____

d) Current Position: Resident (specialty) _____
 Fellow (specialty) _____
 Practicing Physician (specialty) _____
Location of current position (facility or physician practice organization name, street address, city, zip): _____

Start date of current employment: _____ / _____ / _____

e) If the start date is prior to 5/1/08, is the current position located in, or serving an underserved area (circle one; see definition, page 3)?
Y N N/A

f) Why are you seeking a new employer?

g) If you are presently completing a residency program, fellowship program or other medical training program, indicate the date you will complete your training of residency, fellowship or other training program (if applicable). _____ / _____
mm yy

h) Are you board eligible? Yes No Specialty _____
Are you board certified? Yes No Specialty _____

i) Are you qualified to practice in subspecialty? Yes No If yes, identify subspecialty _____

j) Are you currently licensed or certified to practice your profession in New York State? Yes No Pending
If yes, license number _____ If pending, date applied _____ / _____ / _____

k). Citizenship and Residency Check the one that applies to you:
I am a U.S. citizen
I am a permanent resident alien holding an I-155 or I-551 card
I am neither of the above

l) Are you currently a legal resident of New York State? Yes No

m) Indicate all high school, undergraduate, medical school(s) and residency/fellowship and date(s) attended, major or specialty and Degree(s) awarded. Attach additional sheets as necessary.

Name and Address of Institution	Dates Attended	Major or Specialty	Degree Awarded
1.	<input type="text"/> to <input type="text"/>		
2.	<input type="text"/> to <input type="text"/>		
3.	<input type="text"/> to <input type="text"/>		
4. Residency Program:	<input type="text"/> to <input type="text"/>		

2) PROPOSED PRACTICE SITE LOCATION:

a) Please provide information about the site(s) at which you propose to fulfill a service obligation under the Doctors Across New York Loan Repayment Program. Attach a copy of the executed employment contract. If unknown, leave blank. Use additional sheets if proposing to serve multiple sites.

Name of practice site _____
 Contact _____
 Street _____
 City _____ State _____ Zip _____ County _____
 Phone No. () _____ Fax No. () _____ Began/will begin service (mm/yy):

3) DEBT INFORMATION:

a) List all debt from loans for undergraduate or medical education, made by or guaranteed by the federal or state government, or made by a lending or educational institution approved under Title IV of the federal Higher Education Act. (Use additional sheets if necessary.) **Proof of indebtedness (i.e., promissory notes and payment statements, if applicable) should be submitted prior to the disbursement of award payments.**

Creditor Name	Address	Original Amount Borrowed	Current Balance
TOTALS		\$ _____	\$ _____

Note: If you need additional space to list all loan expenses, please attach those pages to this application. Indicate the creditor name and address and the loan dollar amount for each loan identified.

4) PARTICIPATION IN LOAN REPAYMENT OR SCHOLARSHIP PROGRAMS

a) Have you applied for or received any other scholarship and/or loan forgiveness awards? Yes No
 If yes, please fill in boxes below, as applicable.

	Applied	If received, date of award
Regents Health Care Scholarship		/ /
National Health Service Corps Scholarship		/ /
Regents Physician Loan Forgiveness Award Program		/ /
National Health Service Corps Loan Repayment Award		/ /
Other Loan Repayment Program (not Doctors Across NY)		/ /

Attachment 4: Rationale For Loan Repayment/Eligible Underserved Areas/Facilities

NEW YORK STATE DEPARTMENT OF HEALTH
Doctors Across New York Loan Repayment Program
Corning Tower, Room 1084
Empire State Plaza

for 2008 Awards

Albany, New York 12237-0053; sch_loan@health.state.ny.us; (518) 473-7019 (V); (518) 474-0572 (F)

Please check all of the following that characterize the service location or population to be served by the identified physician. Attach documentation for all items checked (one page maximum per item not to exceed five pages maximum). Resident Loan Repayment Track applicants should identify in their applications in item 2, areas/facilities in which residency program has experience by checking the appropriate areas.

- ___ 1. Applicant is located in, or (if a physician applying individually) proposes to work in a federally-designated primary care Health Professional Shortage Area or Medically Underserved Area (HPSA/MUA; attach documentation, including HPSA/MUA number from the appropriate website⁹; e.g., 02372 MUA or 1369993669 HPSA);
- ___ 2. Applicant is NOT located in, or does not propose to work in, but proposes to serve (see definition on page 3), a HPSA/MUA (attach documentation, including HPSA/MUA number from the website and distance by car to nearest HPSA/MUA from <http://www.mapsonus.com> or similar website). NOTE: Item #10 must also be checked.
- ___ 3. For psychiatric Practitioners only, applicant is located in, or proposes to work in a mental health HPSA. Attach documentation as in item #1;
- ___ 4. For psychiatric Practitioners only, applicant is NOT located in, or does not propose to work in, but proposes to serve, mental health HPSAs (document distance by car from practice site to nearest HPSA). Item #10 must also be checked;
- ___ 5. For specialty physicians and psychiatrists ONLY, applicant is located in, or proposes to work in any county listed in Attachment 4A;
- ___ 6. For specialty physicians and psychiatrists ONLY, applicant is NOT located in, or does not propose to work in, but proposed to serve populations in any county listed in Attachment 4A; (attach documentation, including distance by car from practice site to border of county listed in 5A using <http://www.mapsonus.com> or similar website). Item #10 must also be checked.
- ___ 7. Applicant is, or proposes to work in a federally designated primary care Health Professional Shortage facility (HPSA) – see <http://hpsafind.hrsa.gov/HPSASearch.aspx>. Attach documentation as in item #1;
- ___ 8. For psychiatric Practitioners only, Applicant is, or proposes to work in a federally designated mental Health Professional Shortage facility. Attach documentation as in item #1;
- ___ 9. The applicant is, or proposes to work in, a rural hospital, as defined in NYCRR Title 10, Section 700.2 (21) or a general hospital with a service area that has an average population of less than 175 persons per square mile;¹⁰
- ___ 10. The applicant proposes to serves a high number of indigent persons, demonstrated as a high number of indigent visits or a high percentage of indigent visits to total visits (attach documentation showing last full year of indigent visits AND percentage of indigent visits to total patient visits for that year for the entire facility or physician practice);
- ___ 11. The applicant facility or proposed service location has a vacancy for the specific physician sub-specialty requested that exceeds 6 months (attach documentation, such as a want ad posting with a clear date);

⁹ To identify if a facility is located in a federally-designated shortage area (HPSA): Item 1 below is ONLY for finding the "census tract" (CT) of facilities located in **urban areas**. For most upstate or rural areas, you will only have to know the town or village in which the facility is located (i.e., go right to item 2). The CT is needed to find out if an area or facility is in an urban shortage area. For rural or suburban areas, if you know the town in which the facility is located, you can go directly to step 2.

1. To access the geocoder site, click on: <http://www.ffiec.gov/geocode/default.htm> Enter the facility's street address, city and state (zip code if known, but this is optional) and hit Search. This should give you the State, county, and Tract Codes. Write down the tract code (usually a 3-digit number which may also have a decimal), then use it for reference when you look up the HPSA database for primary care HPSAs in the particular county in which the facility is located.

2. Next, for HPSAs go to <http://hpsafind.hrsa.gov/HPSASearch.aspx>, and hit "clear." Next, select the state and county in which you are interested and then select "primary care" under discipline. Hit "Submit." The resulting search should yield ALL primary care HPSAs, by status, in the selected county.

3. For MUAs, go to <http://muafind.hrsa.gov/>

¹⁰ The latter group includes: Amsterdam Memorial, Auburn Memorial, Bertrand Chaffee, Faxton Hospital, Thompson Health, Geneva General, Glens Falls Hospital, Oswego Hospital, United Memorial Hospital – Genesee, Vassar Brothers Hospital, ViaHealth of Wayne, and WCA Hospital.

- ___12. Identified physician proposes to spend a majority of total weekly clinical hours providing one or more of the following services (attach employment agreement):
- primary care services;
 - general OB/GYN services;
 - general surgical services;
 - care for the elderly population;
 - emergency medicine services; or
 - mental health services, including child and adolescent mental health care.
- ___13. There are currently NO similar positions for the specific physician sub-specialty requested in the applicant’s proposed service location (attach documentation, such duty rosters with a clear date);
- ___14. The travel time from the applicant’s proposed service location to the closest physician in the specific sub-specialty requested exceeds 20 miles (Rest of state) or 5 miles (NYC) (attach documentation, such a distance map from <http://www.mapsonus.com>);
- ___15. The applicant’s proposed service location demonstrates a decrease in the number of physicians due to announced retirements or departures (attach documentation, such as announcements or postings with a clear date);
- ___16. The applicant’s rates of hospitalization for preventable conditions or prevention quality indicators (PQI) related to the proposed specialty indicates a lack of services in the proposed specialty;
- ___17. The applicant’s proposed service location demonstrates excessive (>35%) use of emergency room facilities for routine primary care (attach documentation of the latest full year of ER visits and percentage of total ER visits represented by routine primary care);
- ___18. Waiting time for routine appointments is >7 days for established patients or waiting time for routine appointments is >14 days for new patients (attach documentation of the latest full year of data for the applicant’s entire proposed service location for the proposed specialty); or
- ___19. Waiting time is >1 hour for patients with appointments, or is >2 hours for patients on first-come, first-served basis (attach documentation of the latest full year of data for the applicant’s entire proposed service location for the proposed specialty).

Attachment 4A. Non-Primary Care Shortage Areas By County

ANESTHESIOLOGY (and related sub-specialties)

Allegany	Delaware	Lewis	Saratoga
Chenango	Essex	Livingston	Schoharie
Columbia	Greene	Orleans	Tioga
Cortland	Hamilton	Oswego	

CARDIOLOGY (and related sub-specialties)

Allegany	Greene	Madison	Seneca
Chenango	Hamilton	Orleans	Sullivan
Delaware	Herkimer	Oswego	Tioga
Essex	Jefferson	St. Lawrence	Washington
Franklin	Lewis	Schoharie	Yates
Fulton	Livingston	Schuyler	

DERMATOLOGY (and related sub-specialties)

Allegany	Fulton	Montgomery	Steuben
Chautauqua	Greene	Orleans	Tioga
Chenango	Hamilton	Oswego	Washington
Columbia	Herkimer	Rensselaer	Wayne
Cortland	Jefferson	St. Lawrence	Wyoming
Delaware	Lewis	Schoharie	Yates
Essex	Livingston	Schuyler	
Franklin	Madison	Seneca	

EMERGENCY MEDICINE (and related sub-specialties)

Essex	Seneca
Greene	Tioga

Livingston

GASTROENTEROLOGY (and related sub-specialties)

Allegany	Delaware	Lewis	Schoharie
Cayuga	Essex	Livingston	Schuyler
Chautauqua	Fulton	Madison	Seneca
Chenango	Greene	Niagara	Tioga
Clinton	Hamilton	Orleans	Washington
Columbia	Herkimer	Oswego	Wayne
Cortland	Jefferson	Saratoga	Yates

GENERAL SURGERY (and related sub-specialties)

Columbia	Herkimer	Schoharie	Tioga
Essex	Livingston	Seneca	Washington
Greene	Saratoga	Sullivan	Wyoming

Hamilton

NEUROLOGY (and related sub-specialties)

Allegany	Fulton	Montgomery	Seneca
Chautauqua	Genesee	Orange	Tioga
Chenango	Greene	Orleans	Washington
Columbia	Hamilton	Oswego	Wayne
Cortland	Lewis	Schoharie	Wyoming
Delaware	Madison	Schuyler	Yates

Essex

OBSTETRICS/GYNECOLOGY (and related sub-specialties)

Allegany	Essex	Livingston	Sullivan
Columbia	Greene	Schoharie	Tioga
Cortland	Hamilton	Seneca	

OPHTHALMOLOGY (and related sub-specialties)

Delaware	Herkimer	Schoharie	Tioga
Essex	Lewis	Schuyler	Washington
Greene	Livingston	Seneca	Yates
Hamilton	Madison	Sullivan	

ORTHOPEDIC SURGERY (and related sub-specialties)

Allegany	Franklin	Jefferson	Schoharie
Cattaraugus	Fulton	Livingston	Seneca
Columbia	Greene	Orleans	Tioga
Delaware	Hamilton	Oswego	Washington
Dutchess	Herkimer	Richmond	Yates

OTOLARYNGOLOGY (and related sub-specialties)

Allegany	Hamilton	St. Lawrence	Steuben
Cayuga	Herkimer	Saratoga	Tioga
Columbia	Lewis	Schoharie	Washington
Delaware	Niagara	Schuyler	Wyoming
Essex	Queens	Seneca	Yates

Fulton

PATHOLOGY (and related sub-specialties)

Chenango	Hamilton	Oswego	Tioga
Delaware	Herkimer	Putnam	Tompkins

Essex	Jefferson	Saratoga	Ulster
Fulton	Lewis	Schoharie	Washington
Genesee	Livingston	Schuyler	Wayne
Greene	Madison	Seneca	

PHYSICAL AND REHABILITATIVE MEDICINE (and related sub-specialties)

Allegany	Greene	Orleans	Seneca
Cattaraugus	Hamilton	Oswego	Steuben
Cayuga	Herkimer	Otsego	Tioga
Chenango	Jefferson	Putnam	Tompkins
Columbia	Lewis	St. Lawrence	Washington
Delaware	Livingston	Saratoga	Wayne
Essex	Madison	Schoharie	Wyoming
Franklin	Montgomery	Schuyler	Yates
Fulton	Niagara		

PREVENTIVE MEDICINE (and related sub-specialties)

Albany	Franklin	Oneida	Schuyler
Allegany	Fulton	Onondaga	Seneca
Bronx	Genesee	Ontario	Steuben
Broome	Greene	Orange	Suffolk
Cattaraugus	Hamilton	Orleans	Sullivan
Cayuga	Herkimer	Oswego	Tioga
Chautauqua	Jefferson	Otsego	Tompkins
Chemung	Kings	Putnam	Ulster
Chenango	Lewis	Queens	Warren
Clinton	Livingston	Rensselaer	Washington
Columbia	Madison	Richmond	Wayne
Cortland	Monroe	Rockland	Westchester
Delaware	Montgomery	St. Lawrence	Wyoming
Erie	Nassau	Saratoga	Yates
Essex	Niagara	Schenectady	

PSYCHIATRY

Allegany	Genesee	Otsego
Cattaraugus	Greene	Rensselaer
Cayuga	Hamilton	St. Lawrence
Chautauqua	Herkimer	Schoharie
Chenango	Jefferson	Schuyler
Columbia	Lewis	Seneca
Cortland	Livingston	Steuben
Delaware	Madison	Washington
Essex	Niagara	Wayne
Franklin	Orleans	Wyoming
Fulton	Oswego	Yates

PULMONARY DISEASE (and related sub-specialties)

Allegany	Franklin	Madison	Sullivan
Cayuga	Fulton	Orleans	Tioga
Chenango	Greene	St. Lawrence	Tompkins

Cortland	Hamilton	Schoharie	Washington
Delaware	Herkimer	Schuyler	Wayne
Dutchess	Lewis	Seneca	Wyoming
Essex	Livingston	Steuben	Yates

RADIOLOGY (and related sub-specialties)

Allegany	Herkimer	Saratoga	Washington
Cattaraugus	Lewis	Schuyler	Wyoming
Greene	Livingston	Tioga	Yates
Hamilton			

UROLOGY (and related sub-specialties)

Allegany	Hamilton	Oswego	Tioga
Delaware	Herkimer	Saratoga	Washington
Essex	Lewis	Schoharie	Wyoming
Fulton	Livingston	Schuyler	Yates
Greene	Orleans	Seneca	

Attachment 5: Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vender Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

**Attachment 6: Sample Letter of Interest/Letter to Receive Notification of RFA Updates
and Modifications**

Caleb Wistar
Workforce Development Unit
New York State Department of Health
Corning Tower, Room 1084
Albany NY 12237-0053
sch_loan@health.state.ny.us
(518) 473-7019 (V)
(518) 474-0572 (F)

Re: RFA #
RFA Title

Dear Mr. Wistar:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request: *(please check one)*

- that our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website:
<http://www.nyhealth.gov/funding/>.

E-mail address: _____

- that our organization is unable or prefers not to use the Department of Health's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

Sincerely,

Attachment 7. Budget: Residency Program Loan Repayment Tracks and Physician Loan Repayment

**NEW YORK STATE DEPARTMENT OF HEALTH
Doctors Across New York Loan Repayment Program
Corning Tower, Room 1084
Empire State Plaza
Albany, New York 12237-0053**

for 2008 Awards

In the space below, list the estimated loan repayment amount to be requested (not to exceed \$150,000) OVER THE FULL 5-YEAR PERIOD OF THE GRANT. Submit this completed form in a SEPARATE SEALED ENVELOPE CLEARLY MARKED "FINANCIAL PROPOSAL." Items a. to f. must match items a to f. on attachment 2.

a. Applicant Name:

b. Applicant Address:

c. Applicant FEIN:

d. Applicant Charities Registration Number: __ - __ - __ or Exemption Reason:

e. Person Responsible for Project:

Name/Title: _____

Phone: () _____ E-mail address: _____

f. Applicant is: ___ Not-for-Profit ___ For-Profit

g. Anticipated 5-year loan repayment amount requested: \$ _____