

**RFA #0907011201**

**New York State Department of Health  
Center for Community Health  
Division of Chronic Disease Prevention and Adult Health  
Bureau of Chronic Disease Control  
and  
Health Research, Inc. (HRI)  
Request for Applications**

*Integrated Breast, Cervical and Colorectal Cancer Screening Partnerships  
(CSP Partnerships) Program Expansion in Kings and Queens Counties*

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***KEY DATES***

<b>RFA Release Date:</b>	<b>September 28, 2009</b>
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## Table of Contents

<b>I.</b>	<b>Introduction</b>	
	A. Intent .....	1
	B. Background .....	2
	C. Program Description .....	3
<b>II.</b>	<b>Who May Apply</b>	
	A. Minimum Eligibility Requirements .....	8
	B. Preferred Eligibility Requirements .....	8
<b>III.</b>	<b>Project Narrative/Work Plan Outcomes</b>	
	A. Scope of Work .....	9
	B. Key Staff and Functions.....	14
<b>IV.</b>	<b>Administrative Requirements</b>	
	A. Issuing Agency.....	16
	B. Question and Answer Phase.....	16
	C. How to File an Application.....	17
	D. Department of Health Rights .....	18
	E. Term of Contract.....	18
	F. Payment and Reporting Requirements of Grant Awardees .....	19
	G. Vendor Responsibility Questionnaire .....	20
	H. General Specifications .....	21
	I. Appendices Included in NYSDOH Grant Contracts .....	22
	J. For HRI Contracts Only.....	23
<b>V.</b>	<b>Completing the Application</b>	
	A. Application Content .....	23
	B. Application Format .....	27
	C. Summary of Application Content, Format and Scoring .....	28
	D. Review Process .....	28
<b>VI.</b>	<b>Attachments</b>	
	Attachment 1: Maximum Allowable Reimbursement Schedule, 2009-2010.....	30
	Attachment 2: Clinical Service Estimates, by County.....	32
	Attachment 3: Contractor Attestation.....	34
	Attachment 4: Program Performance Measures, 2009-2010.....	35
	Attachment 5: Service Areas for Current Kings and Queens CSP Partnership Contractors.....	36
	Attachment 6: Sample Letter of Interest .....	37
	Attachment 7: Vendor Responsibility Attestation.....	38
	Attachment 8: Application Cover Page .....	39
	Attachment 9: Instructions for Using Excel Workbook to Complete Application Work Plan, Budget, Budget Justification, and Partnership Assessment Tool ..	40
	Attachment 10: Partnership Assessment Tool Template.....	47

Attachment 11: Work Plan Template .....	48
Attachment 12: Budget and Budget Justification Templates .....	55
Attachment 13: Sample Budget Justification .....	59
Attachment 14: Standard NYS Grant Contract with Appendices .....	61
Attachment 15: Standard HRI General Terms and Conditions.....	90

**Section I. Introduction**

**A. Intent**

**1. Purpose**

The purpose of this Request for Applications (RFA) is to provide comprehensive, age-appropriate breast, cervical and colorectal cancer screening services and follow-up care to eligible, uninsured and underinsured men and women in Kings and Queens Counties. One additional Cancer Services Program (CSP) Partnership within each of these two counties will expand integrated cancer screening services in Kings and Queens Counties and better serve the eligible priority populations in those two counties.

Awards resulting from this Request for Applications will integrate and coordinate administrative and clinical services for breast, cervical and colorectal cancer screening and diagnostic services within single partnerships.

The integrated program will work to ensure that members of the eligible priority populations are aware of, offered and screened for breast, cervical and colorectal cancer. The partnership model improves local partners' ability to identify, educate, and serve men and women, and increase opportunities to coordinate health messages and services for men and women.

**2. Funding**

It is anticipated that two awards will be made as a result of this RFA process. The highest scoring applications in each county will be awarded funding. The maximum 9-month amount of funding to be awarded in each county is as follows:

<u>County</u>	<u>Maximum Infrastructure 9 months</u>	<u>Maximum State Clinical Services 9 months</u>	<u>Maximum HRI Clinical Services 9 months</u>
Kings	\$235,987	\$376,316 (State)	\$179,320 (HRI)
		Total Services Combined \$555,636	
Queens	\$220,397	\$351,568 (State)	\$167,527 (HRI)
		Total Services Combined \$519,095	

Each of the two awardees will receive three contracts as a result of this RFA. One state contract to support infrastructure will cover personnel and other than personnel services (OTPS) to operate the CSP partnership. It is expected that the initial contract to support infrastructure funding resulting from this RFA will be effective beginning July 1, 2010 through March 31, 2011, renewed annually through March 31, 2013, contingent on available funds, acceptable performance and compliance with all contract requirements.

Clinical services reimbursement is provided through a combination of state and federal funding and requires two separate contracts; a state contract for the entire grant period, anticipated to be July 1, 2010 through March 31, 2013 and one HRI contract renewed annually through June 30, 2013. HRI is a not-for-profit corporation affiliated with the New York State Department of Health (NYSDOH) whose mission is to independently assist the NYSDOH to effectively evaluate, solicit, and administer external financial support for NYSDOH projects. Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the CSP Maximum Allowable Reimbursement Schedule, which may be adjusted periodically to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines, and available funding (Attachment 1). Successful applicants will be awarded infrastructure funds to implement systems that ensure clinical services maximize the numbers of individuals from eligible priority populations who are served. Estimates of the number and type of screening services to be provided with the clinical services funding allocation for each county are provided in Attachment 2.

## **B. Background**

### **1. Overview**

The CSP supports provision of age-appropriate, comprehensive breast, cervical and colorectal cancer screening services for eligible men and women based on the United States Preventive Services Task Force clinical services recommendation. The CSP clinical guidelines document the standard of care for all CSP-funded screening contractors. These guidelines are updated as new technologies become available and their use is validated and recommended. It is expected that contractors will implement new clinical guidelines as they are adopted by the CSP. Successful applicants will be required to sign and return the attached Contractor Attestation (Attachment 3). A contract will not be issued if the awardee fails to sign and return the Contractor Attestation.

Effective, affordable, population-based screening tests have been developed for breast, cervical and colorectal cancer. These tests serve as effective tools to detect precancerous cell changes and cancerous tumors and have been successful in reducing overall cancer incidence and mortality. The screening tests that are supported by the CSP meet the following public health criteria: 1) there is a significant burden of the disease on the population, 2) the disease has a known natural history, 3) screening and diagnostic tests are accurate, 4) there is effective treatment when diagnosed in early stage of disease, 5) resources and health care are available to provide screening and 6) the screening tests are affordable.

### **2. Breast cancer screening**

Mammography, with or without a clinical breast exam (CBE), is recommended to detect breast cancer in its earliest, most treatable stage. Research from clinical trials demonstrates that mammography can reduce breast cancer mortality by more than 30 percent. Additionally, several studies have evaluated the proportion of cancers (4.6%-5.9%) identified by CBE that were not detected by mammography. The CSP reimburses for the provision of:

- Comprehensive breast cancer screening, which includes a CBE and screening mammography, to women age 40 and older.
- Appropriate testing of high risk individuals and those with clinically significant findings for breast cancer according to CSP procedures.

### **3. Cervical cancer screening and prevention**

Cervical cancer rates have declined significantly during the past five decades due to the introduction of the Pap test. Early detection of precancerous cervical neoplasia with appropriate interval Pap testing is essential to prevent progression to cervical cancer. The CSP reimburses for the provision of comprehensive cervical cancer screening, which includes a pelvic examination and a Pap test, to eligible women age 40 and older. Almost half of all cervical cancers detected occur in women who have never been screened for cervical cancer or in those who have not been screened within the past five years. Increasing screening rates of these women who are rarely or never screened would result in the largest impact towards reducing the incidence and mortality of cervical cancer. Therefore, the CSP places a special emphasis on cervical cancer screening for these rarely and never screened women.

### **4. Colorectal cancer screening**

Early colorectal cancer (CRC) detection increases survival rates. Studies show that regular and appropriate screening of individuals age 50 and older using high-sensitivity fecal tests (either the fecal occult blood test (FOBT) or fecal immunochemical test (FIT)), and polyp removal when detected, can prevent colorectal cancers.

The CSP reimburses for the provision of colorectal cancer screening via fecal testing to men and women aged 50 and older who are at average risk for CRC in accordance with the U.S. Preventive Services Task Force. The CSP provides reimbursement for a diagnostic colonoscopy following a positive result from a fecal test. Additionally, the CSP provides reimbursement for CRC screening using colonoscopy for those individuals determined to be at elevated risk for CRC due to personal/family medical history or current medical/genetic conditions.

## **C. Program Description**

### **1. The Cancer Services Program (CSP)**

The CSP oversees the delivery of comprehensive, age-appropriate breast, cervical and colorectal cancer screenings to uninsured and underinsured individuals in NYS. This program is delivered primarily through contracts with local, community-based organizations known as CSP partnerships. The partnerships also provide men and women screened through their programs with diagnostic and case management services and assist individuals diagnosed with breast, cervical, colorectal and prostate cancer in obtaining prompt, comprehensive treatment through the Medicaid Cancer Treatment Program (MCTP), if eligible. Currently, there are 46 CSP partnership contractors serving all NYS counties.

NYSDOH CSP staff provides oversight and guidance to the partnerships through programmatic and administrative technical assistance, public and health care provider education regarding cancer prevention and early detection, and assistance implementing effective outreach to and recruitment of the eligible priority populations. Additionally, CSP staff work with contractor staff to ensure that individuals with abnormal screening results receive follow-up and case management as needed and that quality clinical services are provided by the partnerships through credentialing activities and a quality assurance program. The NYSDOH Cancer Screening Research and Evaluation Unit (a.k.a. Data Unit) provides data management support and monitors and assesses program data for NYSDOH staff and partnerships.

## **2. NYS Medicaid Cancer Treatment Program (MCTP): Breast, cervical, colorectal and prostate cancers**

The CSP partnerships assist eligible men and women diagnosed with breast, cervical, colorectal and prostate cancer in obtaining treatment coverage through the NYS Medicaid Cancer Treatment Program (MCTP). Eligible individuals diagnosed with breast, cervical, colorectal and prostate cancer may receive full Medicaid coverage for their entire cancer treatment. The NYSDOH does not currently support routine population-based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through providers enrolled in the CSP are eligible for treatment coverage through the MCTP.

## **3. CSP partnerships**

The CSP partnership model is based on the concept of the “community of solution,” in which a variety of existing community entities contribute and mobilize their resources collectively to solve a community problem. Through the partnership model, screening programs are better able to identify and meet the diverse needs of the priority populations in communities across the state.

The CDC defines partnerships as “groups of individuals brought together by an established reciprocal agreement for sharing resources and responsibilities to achieve common goals and derive mutual benefits. The basic premise of a partnership is that when individuals or organizations join together, they will be more successful in their collective efforts than they could be as individual players.” The term “partnership” does not imply a formal legal entity.

Through this model, the NYSDOH contracts with a lead agency which establishes the partnership. The partners, or “members” of the partnership (community organizations) work together to implement the required contract activities and ensure that the eligible priority populations within their service area are recruited for and provided with breast, cervical and colorectal cancer screening and diagnostic services, case management services and treatment referrals as needed.

Partners assist with implementation of required activities as appropriate to the mission and role of their organizations. Partners provide a valuable source of services, promote the screening programs, and add in-kind resources. Partnership members include community organizations (such as service clubs, senior services programs, libraries, faith-based organizations, community centers, chambers of commerce, etc); health care providers in a variety of settings (hospitals,

community health centers, local health departments, clinics, primary care providers, specialists, etc.); local businesses (media representatives, beauty salons and barbershops, etc.); health-related organizations (American Cancer Society, Cancer Information Services, etc.); and government (elected officials, local health departments, etc.).

Partners help partnerships reach their goals by:

- Expanding and maximizing resources.
- Coordinating program activities.
- Overcoming obstacles to the recruitment of priority populations.
- Promoting the delivery of breast, cervical and colorectal cancer screening.

These community partners are able and qualified to identify barriers to services for their local population; qualified to design effective strategies to overcome these barriers; and more likely to support interventions that they themselves have helped develop. The diagram below illustrates the concept of the partnership and members.



Some individuals identified as eligible for cancer screening services through a CSP partnership will be eligible for much more comprehensive healthcare service through another state program, such as Medicaid or Family Health Plus. Facilitated Enrollers are persons designated to assist eligible men and women with enrollment in Medicaid, Family Health Plus and other public insurance programs. Facilitated Enrollers are located at many large health care provider facilities as well as many other community partner organizations. CSP partnerships will assist in connecting eligible individuals to Facilitated Enrollers to ensure they receive insurance coverage for all of their health care needs. Likewise, CSP partnerships will work with Facilitated Enrollers in their communities to direct individuals who are not eligible for public

insurance programs to CSP partnerships for age-appropriate, comprehensive cancer screening services.

#### **4. Data management and evaluation**

The CSP maintains a secure on-line, real-time data entry system through a contract with Indus Consultancy Services, Inc. (referred to as the Indus system, or Indus). Partnerships enter screening, diagnostic, treatment, and demographic information into this data system for men and women who are provided with screening services. This Internet-based system facilitates timely provider reimbursement and patient tracking and follow-up, improves the quality of data collected, and helps reinforce program procedures. On-line data queries and reports are available for partnerships and CSP staff to monitor performance.

Data collected through the on-line system are integral to the management of the CSP and used for program planning, quality assurance, and evaluation. The Data Unit prepares reports summarizing program data, including performance measure (PM) reports for partnerships and several analytical reports utilized by the CSP staff to monitor program services and quality, as well as to identify partnerships in need of assistance or intervention. The CSP distributes the PM reports to all partnerships, summarizing key indicators of performance such as the percent of eligible priority population reached; timeliness and appropriateness of follow-up and timeliness and accuracy of program administrative tasks. PMs are also a key tool in the development of partnership work plans and are used to measure effectiveness related to required activities. The NYS PMs (listed in Attachment 4) are primarily modeled after those used by the CDC to measure statewide performance. Infrastructure contracts in subsequent grant years will be based, in part, on how well partnerships performed on the measures in the previous year. Partnerships that meet or exceed all of the performance measures will be best positioned to receive the maximum infrastructure for the subsequent year/s.

#### **5. Provider credentialing and quality assurance**

Contractors enter into written agreements with and reimburse health care providers for the provision of CSP screening and diagnostic services. Health professionals who provide clinical services in the CSP need to have a license with appropriate credentials for the services they perform with no restrictions related to the provision of cancer screening services. Partnerships are required to comply with CSP credentialing guidelines for every clinical provider who provides services through the partnership.

The CSP also monitors clinical performance and outcomes among partnerships to assure that men and women in the CSP receive quality clinical services. The purpose of quality assurance is to monitor performance and identify opportunities and strategies for improving services. The CSP reviews data from clinical providers, for example, to identify facilities that report very low or very high numbers of abnormal screening results; the proportion of diagnostic tests that are positive for cancer; the timeliness of follow-up on screening abnormalities and adherence to established clinical guidelines for abnormal findings.

## **6. Client eligibility and priority populations**

Eligibility for the CSP is based on client income, health insurance status, age and other personal criteria, such as family history. Persons meeting all eligibility criteria are able to receive services through the CSP partnerships. The NYSDOH CSP will reimburse contractors only for services offered to eligible clients.

### **a. Income eligibility**

Eligible clients include those whose household income is at or below 250% of the Federal Poverty Guideline (FPG) or, who live above 250% of the FPG, but who attest on a client consent form that they are not able to afford the cancer screening services offered by the CSP partnership.

### **b. Insurance eligibility**

Eligible clients are either uninsured or under insured for CSP screening services. These are persons who lack health insurance, whose health insurance coverage is inadequate, or who cannot meet their deductible obligations (including monthly spend down or co-payments) for purposes of accessing coverage under their health insurance.

### **c. Age and gender eligibility**

Women ages 40 and older are able to receive breast and cervical cancer screening and men and women ages 50 and older are able to receive colorectal cancer screening. Other criteria, such as family history, also contribute to screening eligibility. Women under age 40 determined to be at high risk for or with clinically significant findings for breast cancer may be eligible for breast cancer screening through the CSP and men and women younger than 50 years old at increased risk for colorectal cancer may be eligible for such screening through the CSP. Men who are at higher risk for breast cancer based on a personal or family history of breast cancer, who are currently experiencing breast symptoms and who also meet all other eligibility criteria may be enrolled in the program for associated diagnostic testing.

### **d. Priority screening populations**

The term “priority populations” refers to sub-groups of the eligible populations who are disproportionately affected by these cancers and as a result are of special concern to this program. These populations should be the focus of outreach, recruitment and screening efforts and include persons who are otherwise eligible and are:

- between ages 50 and 64;
- women who are never or rarely screened for cervical cancer – defined as those who have never been screened or have not been screened within the past five years; or
- members of racial, ethnic and cultural minority populations.

The CSP monitors partnership performance in reaching these priority populations. Further information regarding eligibility, screening protocols and diagnostic services will be provided to successful applicants.

## **7. Public health insurance programs**

The CSP provides a variety of important services to eligible New Yorkers across the state. A high priority for the Department is identifying those individuals who may be eligible for Medicaid, Family Health Plus, or other public insurance programs and enrolling them in these programs so that they can access a full complement of health care services. Many partnership clients may be eligible for significant additional benefits if they are eligible for and enrolled in these public insurance programs. Partnerships and providers will play an essential role in identifying these individuals, providing current information about public insurance programs and connecting clients with Facilitated Enrollers for possible enrollment. NYSDOH will provide successful applicants with contact information for enrollment sites and information sheets for patients and family members. Likewise, individuals who are not eligible for public insurance programs will be directed to CSP partnerships by Facilitated Enrollers for needed services.

## **Section II. Who May Apply**

### **A. Eligibility Requirements**

#### **1. Minimum requirements**

- Applications for the lead agency/partnership contract will be accepted only from local health departments and incorporated, not-for-profit organizations, which may include: community-based organizations, hospitals, health care facilities, and health maintenance organizations. The successful agency or institution will become the contracting agency and legal entity with which the NYSDOH enters into a contract.
- Applications will be accepted only from agencies interested in providing all required activities in Kings or Queens Counties. Applications should identify specific neighborhoods, zip codes or streets within the county they propose to serve. These identified areas within the county will be the focus of eligible priority population recruitment and other required activities, as outlined in Section III of this RFA.
- Multiple applications will be accepted for the same county. However, only one award per county will be made.
- Applications will be accepted from current CSP partnership contract holders. The applications should clearly demonstrate their ability to focus recruitment activities and implement all other required activities in the neighborhoods, zips or streets identified in the county they propose to serve.
- The NYSDOH reserves the right to modify the final service areas (neighborhoods, zips or streets within the county) of successful applicants to ensure sufficient program coverage of eligible priority populations in the counties to be served.

## **2. Preferred requirements**

Preference will be given to applications that demonstrate:

- the ability to meet the health and human service needs of the eligible priority populations (including conduct of education, outreach, recruitment and screening activities) in neighborhoods, zips or streets that are not the focus of these activities by the current CSP contractors in these counties. Neighborhoods currently served by the CSP partnership contractors in Queens and Kings Counties are identified in Attachment 5.
- the ability to build relationships and collaborate with other community organizations and health care providers to address major health issues in the community.
- the ability to offer all screening services throughout the entire proposed service area upon initiation of the contract.
- the ability to hire and train staff and/or subcontract for required activities, process payments, purchase needed program resources and initiate and amend contracts and budgets in a timely manner.
- expertise administering a cancer screening program.

### **Section III. Project Narrative/Work Plan Outcomes**

#### **A. Scope of Work**

Successful applicants (lead/contracting agencies) will coordinate or subcontract for coordination of the CSP partnership for their proposed service area and will offer integrated, comprehensive, age-appropriate screening services to eligible persons upon initiation of the contract. Integration of clinical screening services is defined as the provision of appropriate screening services (breast, cervical and colorectal) to eligible men and women. For example, women aged 50 and older who meet CSP screening eligibility criteria, will be offered comprehensive breast, cervical and colorectal cancer screening.

Integration of program administration requires working closely with community programs, groups and coalitions that serve the eligible priority populations in order to reach these populations and provide screening services. Integration also applies to collaboration with and utilization of other cancer and chronic disease programs that offer services to partnership men and women. This includes but is not limited to referral to CSP-funded legal and supportive services programs in order to ensure continuity of care throughout the treatment period.

Successful applicants are required to implement and manage the following activities under the guidance of the CSP:

- 1. Partnership building and management** – Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the eligible priority populations throughout the proposed service area.

**a. Required activities:**

- Cultivate relationships with organizations such as public health agencies, public and private businesses, service and social groups, faith-based organizations, non-profit organizations, medical institutions, medical care providers, government agencies and interested individuals representing priority populations who are willing to share their resources to assist in implementing all required activities.
- Recruit partners with appropriate knowledge, skills and resources based upon current and anticipated overall partnership needs to serve the eligible priority populations throughout the proposed service area. Ensure that partners include representatives from screening, and diagnostic providers within the service area.
- Develop formal, active working relationships through letters of agreement, memoranda of understanding or contracts with other local partners serving the eligible priority populations.
- Conduct a minimum of four (4) partnership meetings annually and regularly communicate with partners and providers in writing to facilitate communication about program services and operations, review performance measures and current budget expenditures, identify gaps in services and areas for collaboration and gather input into the development of annual program work plans and budgets.
- Engage partners to assess needs, conduct education, and develop, implement and evaluate comprehensive plans for outreach and inreach recruitment activities to eligible priority populations throughout the service area.
- Establish relationships with other community organizations and providers and establish referrals for client services not reimbursed by the CSP, such as child care, medical equipment or transportation.

**2. Recruitment of the priority populations** – The goal of recruitment activities is to enroll members of the eligible priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services. Recruitment is accomplished through public education and active outreach and inreach activities. Active outreach relies on comprehensive, tailored, population-specific strategies designed to reach and recruit men and women from priority populations into clinical screening services. Active outreach entails creative approaches beyond merely providing brochures or flyers describing the program, which is considered ‘passive’ outreach. Inreach activities involve approaching members of the eligible priority populations who are using other health services (e.g., getting a flu shot, receiving care for diabetes or heart disease, etc.) and recruiting them for program enrollment.

**a. Required activities**

- Develop and revise as appropriate a comprehensive, active outreach plan tailored to the eligible priority populations that includes a multi-level approach – a mix of broad-based awareness raising, community education and recruitment strategies.
- Develop and implement inreach strategies to approach members of the eligible priority populations using other health services and recruit them for program enrollment.

- Develop and monitor effective strategies for educating members of the eligible priority populations about the importance of early detection and screening for breast, cervical and colorectal cancer.
- Design and deliver clear and consistent messages about breast, cervical and colorectal cancer screening that are written at appropriate reading levels for those with low health literacy skills with guidance from and review by the CSP.
- Develop strategies to promote the services provided by the partnership and the CSP.

**3. Screening and diagnostic activities** – Establish systems and procedures for the provision of breast, cervical, and colorectal cancer screening and diagnostic services to eligible populations, according to CSP guidelines.

**a. Required activities**

- Establish and maintain a comprehensive provider network for breast, cervical and colorectal cancer screening and diagnostic services and treatment referrals that will maximize access and quality care. Ensure that there are a sufficient number of appropriate types of providers participating in the partnership consistent with the clinical services allocation. Estimates of clinical services provided within the allocated clinical services budget by county are listed in Attachment 2.
- Establish, maintain and update written agreements with providers.
- Participate in all CSP credentialing activities in order to ensure partnership providers are licensed and are appropriately qualified and credentialed without restrictions related to the provision of cancer screening services.
- Establish systems and procedures for the provision of breast, cervical and colorectal cancer screening and diagnostic services to eligible priority populations, according to the CSP Operations Manual, including 1) the development of a mechanism for obtaining required CSP client information and signed consent forms; 2) a system for recalling men and women for rescreening at appropriate intervals; 3) a method for purchase and distribution of fecal test kits for CRC (either FOBT or FIT) and other program materials; and 4) the establishment of standing medical orders for fecal test kit distribution, development and follow-up. Applicants should elect to use one of the available fecal tests, i.e., either FOBT or FIT. In instances where the use of the selected test poses a barrier to the participation of a provider or individual patient, consideration will be made for use of the alternative test. Fecal tests are only to be provided to uninsured and underinsured, eligible individuals.
- Develop and implement procedures for timely follow-up of men and women with abnormal screening results to schedule them for appropriate diagnostic tests and report results to the CSP in a timely manner, as per the Program Performance Measures (Attachment 4) and the CSP Operations Manual.
- Develop and implement procedures to refer all eligible men and women in need of treatment for breast, cervical, colorectal, or prostate cancer for enrollment in the MCTP. Men screened and/or diagnosed with prostate cancer through providers enrolled in the CSP and who meet CSP eligibility criteria per the Operations Manual are eligible for prostate cancer treatment coverage through the MCTP. The NYSDOH does not currently

support routine population-based screening for prostate cancer and therefore does not reimburse for prostate cancer screening.

- Secure commitment from clinical providers to treat men and women diagnosed with breast cancer, cervical cancer and/or precancerous cervical lesions, and colorectal cancer through the program who do not qualify for MCTP, regardless of their ability to pay.
- Ensure that CSP clients are provided with referrals or facilitate access to no cost or sliding fee clinic services that are not specifically related to breast, cervical or colorectal cancer, as needed.
- Secure assurance that clinical providers will accept the CSP reimbursement rates as payment in full. (See Attachment 1, CSP Maximum Allowable Reimbursement Schedule, 2009-2010.)

**4. Case management** – Ensure that all men and women with abnormal screening results are assessed for their need for case management services and are provided with such services accordingly. Case management involves working with partners and community resources to assist men and women with any barriers to keeping scheduled diagnostic appointments and obtaining diagnostic evaluation, and if necessary, treatment.

**a. Required activities**

- Assist men and women in need of follow-up to ensure that they receive comprehensive, coordinated care in a timely manner based on needs.
- Develop individual written care plans including periodic reassessment of the client's needs.
- Develop relationships with community organizations providing resources to help address barriers that men and women may encounter that challenge their ability to obtain diagnostic services, evaluation, and if necessary, treatment.
- Provide appropriate continued reassessment and follow-up of the client's needs throughout the duration of care and evaluate client satisfaction.
- Assist Designated Qualified Entities (DQE) - the individuals authorized to complete applications for enrollment of men and women in the MCTP for breast, cervical colorectal, and prostate cancer treatment - with overcoming any barriers which prevent the client from meeting with the DQE for a face-to-face interview and/or the DQE informing the client of documents required for the application process.

**5. Program management** – Provide leadership to and coordination and administration of the program to ensure implementation of all required activities in a timely manner.

**a. Required administrative activities**

- Develop systems to monitor the budget to maximize the number of services provided to the eligible priority populations within the allocated budget.
- Utilize monthly performance measure reports to monitor progress and identify need for improvements and changes in systems or activities. Monitor, review and revise work plans according to monthly performance measure reports. (Attachment 4)

- Ensure timely, complete and accurate submissions of annual work plans and budgets, as requested by the CSP.
- Ensure timely, complete and accurate submissions of semi-annual reports as requested by the CSP. The CSP will provide standardized report formats to successful applicants.
- Ensure that the program is fully staffed and systems are in place to recruit, train and retain all staff as needed.
- Ensure timely submissions of contact information for key staff as requested by the CSP in order to ensure that the CSP database, public website and toll-free recruitment phone line database contact information are accurate and up-to-date. (Note that these are maintained by the CSP in order to facilitate communication with partnerships and provide contact information for statewide promotion of the partnerships.)
- Ensure that partnership staff attends CSP trainings, regional meetings and statewide contractor meetings as directed by the CSP.
- Provide proof of or exemption from workers compensation and workers disability insurance coverage and information on policies and procedures to demonstrate compliance with applicable state and federal regulations governing the grant funds. Items requested as part of contract paperwork will include, but not be limited to, time and effort procedures and A-133 audit reports.
- Maintain communication with clinical providers, laboratories, imaging facilities and partners regarding program changes, professional development opportunities and other issues related to program services and requirements and ensure that providers submit all forms in a timely manner.
- Identify and facilitate training of a DQE to assist eligible men and women with enrollment into the MCTP.
- Implement reciprocal system whereby CSP partnership clients are directed to Facilitated Enrollers for possible enrollment in Medicaid, Family Health Plus or other public insurance programs to ensure that they receive insurance coverage for all of their health care needs and whereby individuals not eligible for such public insurance programs are directed to CSP partnerships for needed services.
- Cooperate fully with the CSP quality assurance team to identify providers with potential quality concerns, explore reasons for unusual data patterns, and remediate providers' clinical and/or data reporting deficiencies in a timely manner.

**b. Required fiscal management activities**

- Routinely monitor clinical services budget to ensure funds are expended to offer services to the eligible priority population throughout the contract period and that expenditures do not exceed the amount allocated.
- Develop a system to receive reimbursement for clinical services from the NYSDOH to pay providers for services rendered on monthly billing reports.
- Prepare and submit vouchers to CSP on a monthly basis to ensure prompt reimbursement of funds to clinical providers and agencies for whom clinical or infrastructure costs were submitted.
- Coordinate the billing of all third-party payors, with the understanding that the difference between the actual cost of an allowable service and the insurance payment may be billed

to the NYS program, provided the reimbursement from all sources does not exceed the program's maximum reimbursement rate (Attachment 1).

**c. Required data management activities**

- Submit all required forms and data (e.g., client demographics, screening and diagnostic services and treatment information) as directed by CSP via the Indus system for clients screened by partnership service providers and for whom reimbursement is requested for any clinical services. The CSP requires that Screening Intake Forms (SIF) be submitted within 30 days of the date of finding for abnormal results and 90 days for normal results.
- Indus training will be provided by the CSP. The goal for new contracting agencies that have not already implemented Indus will be to do so as close as possible to the start date of the contract under this RFA. Agencies that currently use Indus would continue to enter and manage data on this system.
- Ensure timely submission of data to facilitate timely reimbursement to providers.
- Ensure timely submission of data to facilitate enrollment of all eligible clients into the MCTP.
- Conduct provider training and follow-up with service providers where necessary to ensure timely and appropriate submission of all required forms and data.
- Promptly obtain missing or corrected information from service providers.
- Promptly distribute monthly data reports received from the CSP to the appropriate individuals or contractors.

**B. Key Staff and Functions**

Applicants should designate no less than a 50% FTE to serve as the Partnership Coordinator and should ensure that identified staff and contractors are fully qualified to implement all required activities. One qualified staff person may be responsible for multiple functions. All functions should be addressed.

**1. Partnership Coordination** - The Partnership Coordinator serves as the point of contact for all general communication between the CSP and the partnership. A Partnership Coordinator should be designated and it is recommended that the lead agency (contractor) employ this individual.

**a. The Partnership Coordinator should have the ability/knowledge to:**

- Coordinate and/or administer all required activities as stated in Section III.A. Scope of Work.
- Provide leadership for program planning, implementation and evaluation.
- Identify potential program problems and best practices.
- Develop, cultivate and maintain productive working relationships among program staff and community partners.
- Communicate effectively and routinely with staff, partners, clinical providers and CSP staff.

- Initiate and guide the development and routine review of an annual work plan containing specific, measurable, time phased and realistic goals, objectives, activities and performance measures with input from the partnership.
- Initiate and guide the development of an annual budget with input from the partnership.
- Educate clinical providers about the CSP breast, cervical and colorectal cancer early detection program.
- Represent the partnership and promote the CSP in the proposed service area.
- Ensure that funds are used to maximize the number of services provided to the eligible priority populations within the allocated budget.

The applicant organization should also identify and demonstrate how the following functions will be fulfilled:

**2. Recruitment** – Recruitment involves working with all partnership collaborators to develop public education, awareness and active outreach and inreach plans to recruit members of the eligible priority populations to the program throughout the entire service area.

**a. Staff responsible for recruitment activities should have the ability to:**

- Work effectively with diverse groups of people from a variety of cultural and educational backgrounds.
- Use data to identify eligible priority populations and where they are located throughout the proposed service area.
- Tailor recruitment strategies to the cultural values, norms and behaviors of the eligible priority populations.
- Educate members of the eligible priority populations about the importance of screening, explain the services available and address barriers to screening.
- Motivate and encourage members of the eligible priority populations to complete all screening exams for which they are eligible.
- Engage partners to reach and bring members of the eligible priority populations into clinical screening services.
- Use data to develop and evaluate the effectiveness of targeted outreach strategies used in recruiting members of the eligible priority populations.

**3. Data Management** – Data management involves serving as the point of contact for all data-related communication between the CSP and the partnership.

**a. Staff responsible for data management activities should have the ability to:**

- Use computer programs proficiently, including use of the Internet, database management and data entry programs.
- Collect, enter and edit data accurately.
- Ensure the security and confidentiality of all data collected.
- Review and assess the completeness, accuracy and timeliness of data from providers.

- Communicate with providers when information is inadequate or missing.
- Assess program outcomes.
- Read and interpret data reports.

**4. Case Management** – Case management involves working with patients, partners and community resources to assist men and women with identified barriers to keeping scheduled diagnostic appointments and obtaining diagnostic evaluation, and, if necessary, treatment. The lead agency may fulfill this function by designating case management staff at the partnership level or through shared responsibility of clinical providers and/or partnership staff.

**a. Staff responsible for case management activities should have the ability to:**

- Develop a system to track clinical results to ensure the timeliness and completeness of follow-up.
- Understand health-seeking behavior and the strategies to address barriers to seeking health services.
- Identify local resources that address barriers to care.
- Assess the needs and support systems for men and women in the program in order to remove barriers to screening and follow-up.
- Refer men and women enrolled in the program that have abnormal screening results for support services, as appropriate and needed.
- Communicate with men and women enrolled in the program in a manner which enhances their understanding of the need to have diagnostic services following an abnormal screening.
- Communicate effectively with clinical providers.
- Promote and communicate breast, cervical and colorectal cancer clinical guidelines.

## **Section IV. Administrative Requirements**

### **A. Issuing Agency**

This RFA is issued by the NYSDOH, Division of Chronic Disease and Injury Prevention, Bureau of Chronic Disease Control, Cancer Services Program and Health Research Inc. (HRI). The NYSDOH/HRI is responsible for the requirements specified herein and for the evaluation of all applications.

## B. Question and Answer Phase

All substantive questions should be submitted in writing to:

Wendy Gould, Assistant Director  
Bureau of Chronic Disease Control  
NYS Department of Health  
Riverview Center  
150 Broadway, Room 350  
Albany, New York 12204  
BCDSCAL@health.state.ny.us  
Fax: (518) 473-0642

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 and Answers will be available on the date posted on the cover of this RFA. If sending an email, the subject line should read: RFA# 0907011201.

Questions of a technical nature can be addressed in writing via email to: [BCDSCAL@health.state.ny.us](mailto:BCDSCAL@health.state.ny.us), or via telephone by calling Wendy Gould at (518) 474-1222. **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 Department of Health's 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 Department of Health website. All such updates will be posted by the date identified on the cover of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (Attachment 6). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

Letters of interest should identify the agency that is applying and identify the county in which services will be implemented as well as the specific neighborhoods, zips or streets that will be the focus of recruitment and other required activities for the eligible priority population. Submission of a letter of interest is not a requirement for submitting an application nor are those submitting a letter of intent required to submit an application. However, it is highly recommended that letters of interest be submitted. Letters of interest will be accepted via email or fax to: [BCDSCAL@health.state.ny.us](mailto:BCDSCAL@health.state.ny.us), (518) 473-0642, c/o: RFA#0907011201. Letters of interest should be submitted by the date posted on the cover of this RFA.

An applicant conference will not be held for this project.

### **C. How to File an Application**

Applications must be **received** at the address shown below by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted. It is the applicant's responsibility to ensure that applications are delivered to the address below prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the NYSDOH's discretion.

Mail applications to:

Wendy Gould, Assistant Director  
Bureau of Chronic Disease Control  
NYS Department of Health  
Riverview Center  
150 Broadway, Room 350  
Albany, New York 12204

Applicants shall submit one (1) original, fully signed application and four additional (4) copies. Applicants shall also submit an electronic copy of the completed Excel Workbook. This should be sent with the hard copies of the application, saved to a mass storage device such as a CD or flash drive. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications *WILL NOT* be accepted via fax or email.

### **D. THE DEPARTMENT OF HEALTH and HRI RESERVE THE RIGHT TO:**

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller or HRI, as applicable.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State or HRI.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health or HRI are unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health or HRI may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State or HRI.
8. The Department of Health reserves the right to award contracts based on geographic or regional considerations to serve the best interests of the State or HRI.

**E. Term of Contract**

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

It is expected that contracts resulting from this RFA will be established with both the NYSDOH and HRI. Awards will be made to support both infrastructure and reimbursement for clinical services provided to eligible men and women through three separate contracts, as follows: one NYS contract to support infrastructure, a second, NYS contract to support reimbursement for clinical services, and a third contract with HRI for reimbursement of clinical services.

It is expected that the NYS contract to support infrastructure resulting from this RFA will be effective from July 1, 2010 through March 31, 2011, with budgets and work plans renewed annually through March 31, 2013, contingent on available funds, acceptable performance and compliance with all contract requirements. Future infrastructure funding will be based in part on each grantee’s performance with respect to objective measures as outlined in the Program Performance Measures (Attachment 4). Partnerships that meet or exceed all of the performance measures will be best positioned to receive the maximum infrastructure for the subsequent year/s.

The counties and the maximum amount of funding to be awarded for a 9-month award in each area are as follows:

<u>County</u>	<u>Maximum Infrastructure 9 months</u>	<u>Maximum Clinical Services 9 months</u>
Kings	\$235,987	\$376,316 (State) + \$179,320 (HRI) Total Combined: \$555,636
Queens	\$220,397	\$351,568 (State) + \$167,527 (HRI) Total Combined: \$519,095

Applicants should not include the clinical services amounts in their budget calculations. Clinical services reimbursement is provided through a combination of state and federal funding and therefore requires establishment of two separate contracts for this reimbursement, as stated above. It is the intent of the CSP to establish a State clinical services contract for the full grant period, expected to be in place July 1, 2010 through March 31, 2013. Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis. The contract with HRI allows for reimbursement of clinical services relating to breast and cervical cancer screening using federal monies from the CDC grant. All funding for the HRI contract is supported by a Cooperative Agreement with the CDC.

## F. Payment and Reporting Requirements of Grant Awardees

1. The infrastructure contract will be cost reimbursable for personnel services and other than personnel services (OTPS) items included in categorical budgets. The State (NYSDOH) may, at its discretion, make an advance payment to not-for-profit grant contractors for categorical items, in an amount not to exceed 25% percent of the infrastructure contract award. No advance payment will be made for clinical services. A request for advance payment may be submitted for infrastructure upon execution of the contract. NYSDOH reserves the right to reject any advance request.
2. The grant contractor will be required to submit monthly invoices and required reports of expenditures on all contracts to the State's designated payment office:

Fiscal Unit  
NYS Department of Health  
ESP, Corning Tower, Room 515  
Albany, NY 12237  
c/o Thomas Justin

Vouchers for NYSDOH contracts should be submitted monthly, no later than 30 days after the period for which reimbursement is requested. The final voucher for each yearly budget period should be received in the designated payment office within 90 days of the close of the budget period, no later than August 1.

Vouchers for HRI contracts should be submitted no later than 30 days after the period for which reimbursement is requested. Vouchers received after 30 days may be processed at the discretion of HRI. The final voucher should be submitted within 30 days of the close of the budget period.

Payment of such invoices by the NYSDOH shall be made in accordance with Article XI-A of the New York State Finance Law. The contractor will be reimbursed for actual expenses incurred as allowed in the contract budget and work plan. In addition, the providers will be reimbursed for clinical services provided to eligible men and women per the program maximum reimbursement schedule (Attachment 1).

3. The grant contractor will be required to submit the following periodic reports using the template to be provided by the CSP upon approval of the contract:

Semi-annual reports\*:

Covering the period: April 1 – September 30                      Due: October 31

Covering the period: October 1 – March 31                      Due: April 30

\*Contractors will be required to submit only one report for the first contract period, covering the period July 1, 2010 through March 31, 2011.

Annual renewal work plans and budgets:

Covering the period: April 1 – March 31                      Due: September 1

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

## **G. 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](http://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](mailto: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](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 7).

## **H. General Specifications**

1. By signing the Application Cover Page (Attachment 8) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State or HRI, 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/HRI acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the Department of Health/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department/HRI 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 HRI or 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 or HRI.

**I. Appendices Included in NYSDOH Grant Contracts**

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 A-3 Program Specific Clauses
- APPENDIX B - Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Work plan
- 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**:

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability 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**:

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability 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.**

#### **J. For HRI Contracts Only**

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications (Attachment 15):

ATTACHMENT A-	General Terms and Conditions –Health Research Incorporated Contracts
ATTACHMENT B-	Modifications to General Conditions and or Program Specific Clauses - NYS Breast and Cervical Cancer Early Detection Program

### **Section V. Completing the Application**

#### **A. Application Content**

The application narrative should cover the entire grant period (July 1, 2010 through March 31, 2013) while the work plan and budget should detail activities only for the first contract period, estimated to be the 9-month period from July 1, 2010 through March 31, 2011.

This proposal should contain the following:

- 1. Cover page - Complete Attachment 8: Application Cover Page (Maximum 1 page, not counted towards total page count) Not scored**

**2. Summary of the application (Maximum 2 pages) Not scored**

- a. Define the proposed service area. Clearly identify the neighborhoods, zips or streets within the county selected that will be the focus for recruitment of the eligible priority population and other required activities.
- b. Describe how the eligible priority populations will be recruited and provided with services.
- c. Describe what roles partners, subcontractors and other agencies will play to implement the required activities.
- d. Describe how breast, cervical and colorectal cancer screening services will be integrated.

**3. Service area/population to be served (Maximum 3 pages) Maximum score: 10**

- a. Identify the county and define the proposed service area within the county; describe why the proposed service area was selected. Applicants should clearly identify the specific areas by identifying the neighborhoods, zips or street names that will be the focus for recruitment of eligible priority populations. Include a map indicating the proposed service area within these counties. (See Attachment 5 for a listing of the neighborhoods/zips served by the current Kings or Queens CSP partnership contractors.)
- b. Describe the provider demographics and resources of your proposed service area, including the number of individual breast, cervical and colorectal cancer screening, diagnostic and treatment providers in the area, and, specifically, the number of each type of provider agreeing to participate in the program. For example, an applicant may note that there are 35 primary care physicians providing colorectal cancer screening in the proposed service area and of these, 21 will participate in the partnership.
- c. Describe the burden of breast, cervical and colorectal cancer in your service area, including the current number of breast, cervical and colorectal cancer screenings provided in this service area, not limited to the number of screenings provided by the existing CSP partnerships in Kings and Queens Counties.
- d. Identify the eligible priority populations for which recruitment and screening will be provided. Describe the eligible priority populations you are trying to reach, including where they reside and demographic characteristics.
- e. Describe barriers that exist to providing required activities and strategies you will use to overcome those barriers.

**4. Applicant organization (Maximum 3 pages) Maximum score: 10**

- a. Describe the applicant agency, including its overall mission, services provided, and the location of services, and how your agency is uniquely qualified to implement the scope of work in this RFA. Highlight services provided by your agency to the eligible priority populations specified within this RFA.
- b. Describe how this contract fits into the applicant agency's management structure, including an organizational chart and descriptions of the roles of relevant staff.
- c. Describe the applicant agency's project management experience with and oversight of subcontractors and coalitions/partnerships.

- d. Describe the applicant agency's experience integrating breast, cervical and/or colorectal cancer screening or other chronic disease services. This should include a clear description of the benefits and feasibility of integration in the designated service area for both clinical services and program administration.
- e. Describe the applicant agency's capacity and plan to fully implement the required activities as described in the scope of work, beginning July 1, 2010.

**5. Technical proposal (Maximum 10 pages) Maximum score: 35**

- a. Describe plans to build and maintain the partnership. Include a description of how the partnership will function, the planned frequency of meetings, how new partners will be recruited and how continued participation and involvement of all partners will be ensured. Clearly name all partners and their roles. Identify the partners' service area and eligible priority populations that they serve. Describe how partners will be involved in required activities and communication strategies. Complete and submit the Partnership Assessment Tool per instructions in Attachment 9. A template for the Partnership Assessment Tool is included as Attachment 10. Note that the completed Partnership Assessment Tool is not counted towards the page limit and is included in the Excel Workbook along with the work plan and budget templates. The completed Partnership Assessment Tool should be printed out and attached to the hard copy of the application as well as being included in the electronic Excel Workbook file.
- b. Describe how members of the eligible priority population within the proposed service area will be recruited for breast, cervical and colorectal cancer screening services. Describe the specific education, active outreach, and inreach activities that will be implemented.
- c. Describe plans to implement screening and diagnostic services, including the following:
  - o client enrollment and intake.
  - o recruit and maintain a sufficient number of appropriate types of providers participating in the partnership, consistent with the program performance measures and the reimbursable clinical services budget allocation.
  - o educate and communicate with clinical providers to offer breast, cervical and colorectal cancer screening and diagnostic services and treatment referrals and prostate cancer treatment referrals.
  - o identify which at-home fecal test will be offered and describe how/why it was selected. Applicants should elect to exclusively use one of the available fecal tests, i.e., either FOBT or FIT. The CSP does allow for use of both tests by different providers within a single partnership, based on their preference and/or agreements with labs for developing the tests.
  - o recall patients for rescreening at recommended intervals.
  - o refer patients for treatment and support services, including enrollment in the MCTP.
- d. Describe how a reciprocal system whereby CSP partnership clients are directed to a Facilitated Enroller for possible enrollment in Medicaid, Family Health Plus or other public insurance programs to ensure that they receive coverage for all of their health care needs and whereby individuals not eligible for such public insurance programs are directed to CSP partnerships for needed services will be established. Note that it is not

the intent that the local partnership staff becomes Facilitated Enrollers and therefore applicants are not required to include training of program staff as Facilitated Enrollers in work plans. Rather, partnerships will be expected to establish agreements with local agencies administering enrollment in public insurance programs. Applicants should include a description of how they will insure implementation of the system.

- e. Describe plans for implementing case management to ensure that all women and men who receive abnormal screening results are able to overcome their personal barriers to keeping scheduled diagnostic appointments and obtaining diagnostic evaluation, and if necessary, treatment.
- f. Describe how the applicant agency will ensure the implementation of all required program management activities, including fiscal management, timely submission of reports, work plans and budgets, and data management. Describe how the agency's organizational structure and infrastructure supports the ability to: 1) hire staff and provide initial and ongoing training and supervision to ensure consistent quality services and adherence to all requirements; 2) voucher, bill, budget and meet all other fiscal management requirements in a timely and appropriate manner that does not create delays; 3) enter data using Indus and provide reports in a timely and appropriate manner; 4) provide narrative and statistical semi-annual progress reports and submit accurate, timely annual work plans and budgets; 5) comply with quality assurance activities, working with providers to assure quality of clinical care services provided, and implement and adhere to needed quality improvements; and 6) develop systems to routinely monitor clinical services budget expenditures to ensure that these funds are expended throughout the contract year and are used to maximize the provision of screening to eligible priority populations.
- g. Describe a staffing pattern that is sufficient to implement all required activities identified in this RFA. Include a description of staffing and/or a plan to subcontract for the functions listed in Section III of this RFA. Attach a resume for the Partnership Coordinator and resumes for other key staff identified to fulfill the functions described in this RFA, including resumes for in-kind staff. If staff is not currently identified, include a job description or posting. Include a description of strategies for recruitment and retention of program staff.

## **6. Work plan (Maximum 15 pages) Maximum score: 20**

Complete the work plan template provided in the Excel Workbook posted along with the RFA. The work plan should describe the activities to be implemented in the first 9-month contract period of the grant (July 1, 2010 – March 31, 2011) to meet the stated goals and objectives and encompass the activity requirements described in Section III, Scope of Work. The focus of the screening program should be on meeting and exceeding stated performance measures (Attachment 4) to ensure that activities focus on the provision of quality services to the eligible priority populations. The work plan goals and objectives have been provided for applicants and should be used. The objectives are focused on the program performance measures and required contractor deliverables. Applicants may provide additional objectives, but should, at a minimum, use the ones provided.

This will be the work plan for year one of the contract. Please note that successful applicants may be asked to modify work plans prior to initiation of the contract to address issues identified during the review process.

**7. Letters of Collaboration (Maximum 10 pages) Maximum score: 5**

- a. Include letters demonstrating collaboration with other community partners, as previously defined in Section I of this RFA.
- b. The letters should demonstrate the level of commitment, anticipated activities and in-kind contributions of each partnering agency and individual and should not merely discuss 'support' of the program.
- c. These should be original rather than form letters and should be dated no earlier than three (3) months prior to the application due date, as listed on the cover of this RFA.

**8. Infrastructure Budget and Justification (Using standard format – See Attachments 9, 12, and 13) Maximum score: 20 points**

The infrastructure budget and budget justification should be presented as described in Attachment 9, Instructions for Completing Work plan, Budget, Budget Justification and Partnership Assessment Tool Instructions Using Excel Workbook, for a 9-month period, assuming a July 1, 2010 start date. The budget and budget justification templates are included in the Excel Workbook posted with the RFA and should be used when completing these documents. Templates for the budget and budget justification are included as Attachment 12, with a sample budget justification provided as Attachment 13. Note that these are not counted towards the page limit and are included in the Excel Workbook along with the work plan and budget templates. The completed documents should be printed out and attached to the hard copy of the application as well as be included in the electronic Excel Workbook saved to a mass storage device such as a CD or flash drive and submitted with the application package.

All costs are to be related to the provision of services, as described in the Project Narrative/Work Plan Outcomes (RFA Section III), as well as be consistent with the scope of work, reasonable and cost effective. All budget items should be reflected in the application narrative and/or work plan. For each item, list amounts for **Amount Requested From NYSDOH, In-Kind Amount and Total Amount**. Individual budget lines should be rounded to the nearest dollar. All reported funds should be adequately justified in detail regardless of source (including in-kind). Justification for each cost should be submitted in narrative form, using the Excel Workbook. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined. This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items. Ineligible items are as follows:

- Indirect or administrative lines will not be accepted as Other Than Personnel Services (OTPS) budget lines. Itemized budget lines related to these costs (i.e., rent, heat, telephone) will be allowed with appropriate justification.
- Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structure.
- Costs of research-related activities will not be allowed.

Do not include the clinical services costs in the request. Clinical services for which there are no third-party payors will be offset by program funds on a fee-for-service basis according to the CSP Maximum Allowable Reimbursement Schedule (Attachment 1).

## **B. Application Format**

All applications should conform to the format prescribed below. Points will be deducted from applications which deviate from the prescribed format.

Applications should not exceed 43 double spaced pages (not including cover page, budget pages and attachments – including the Partnership Assessment Tool), be numbered consecutively (including attachments), be typed using a 12-point font and have one-inch margins on all sides. Applicant identification should be inserted in the page header to state applicant name and RFA #0907011201. The work plan, budget, budget justification and partnership assessment tools are the exception to these formatting requirements, which allows for use of 8-point font or greater. These document templates are all included in an Excel Workbook file, posted along with this RFA. Applicants should complete and submit an electronic copy of the completed workbook, along with printed copies of each of the completed documents included as attachments to the RFA application. Failure to follow these guidelines will result in a deduction of up to 5 points.

Applicants should address each of the sections of the application, indicating if a particular section is not relevant to the organization or application. Applicants should be complete and specific when responding and should address each section in the order and format in which they appear in Section V.A., above.

The review team will base its scoring on the maximum points indicated for each section.

## **C. Summary of Application Content, Format and Scoring**

1. Cover Page	(1 page)	(Maximum Score: N/A points)
2. Summary of the application	(2 pages or less)	(Maximum Score: N/A points)
3. Service area/population to be served	(3 pages or less)	(Maximum Score: 10 points)
4. Applicant organization	(3 pages or less)	(Maximum Score: 10 points)
5. Technical proposal	(10 pages or less)	(Maximum Score: 35 points)
6. Work plan	(15 pages or less)	(Maximum Score: 20 points)

(use Template provided in the Excel Workbook posted with this RFA)

7. Letters of collaboration (10 pages or less) (Maximum Score: 5 points)
  8. Infrastructure Budget and Justification (N/A) (Maximum Score: 20 points)
- (use Templates provided in the Excel Workbook posted with this RFA)

#### **D. Review Process**

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Bureau of Chronic Disease Control and HRI using an objective rating system reflective of the required items specified for each application section. Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

The application with the highest score in each county will receive the award for that county. Proposed service areas (neighborhoods, zips or streets) identified as the focus for eligible priority population recruitment activities may be negotiated with the successful applicants to ensure sufficient program coverage of eligible priority populations in Kings and Queens Counties. Neighborhoods currently served by the CSP partnership contractors in Queens and Kings Counties are identified in Attachment 5.

Applications will be deemed to fall in one of two categories: 1) not approved 2) approved and funded (with modifications).

In selecting applications and determining award amounts, reviewers will consider the following factors:

- Clarity of the application.
- Responsiveness to the RFA.
- Applicant agency's organization and technical proposal.
- Applicant agency's past performance in the delivery of preventive services to the service area/eligible priority populations.
- Demonstrated ability to provide services to priority populations throughout the entire service area.
- The appropriateness and comprehensiveness of the work plan.
- Justification for costs included in the budget.

Following the awarding of contracts from the RFA, applicants may request a debriefing from the NYSDOH Bureau of Chronic Disease Control no later than three (3) months from the date of the award announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

**RFA # 0907011201**  
**NYSDOH Cancer Services Program**  
*Maximum Allowable Reimbursement Schedule, April 1, 2009 – March 31, 2010*

New York State Department of Health Cancer Services  
Program

Reimbursement Schedule 4/1/2009 - 3/31/2010 \*

	INDUS Procedure CODES	Guiding CPT Code(s)***	<-----Medicare Regions ----->				
			Upstate 13282-99	Manhattan 13202-01	Rest of Metro 13202-02	Hudson Valley 13202-03	Queens 13292-04
Breast/Cervical Procedures							
Screening mammogram - bilateral (film or digital) **	SIF	77057	\$87.58	\$88.97	\$88.97	\$87.58	\$87.58
Screening mammogram - bilateral diagnostic (film or digital) **	SIF	77056	\$110.15	\$117.92	\$117.77	\$110.15	\$113.94
Screening mammogram - unilateral diagnostic (film or digital) **	SIF	77055	\$87.20	\$92.85	\$92.76	\$87.20	\$89.76
Assessment, education and CBE	SIF	99201	\$31.17	\$39.28	\$39.15	\$34.49	\$37.98
Assessment, education and pelvic exam with Pap test	SIF	99201	\$31.17	\$39.28	\$39.15	\$34.49	\$37.98
Repeat CBE	2	Half of 99201	\$15.58	\$19.64	\$19.58	\$17.24	\$18.99
Diagnostic mammogram - unilateral (film or digital) **	1	77055	\$87.20	\$92.85	\$92.76	\$87.20	\$89.76
Breast ultrasound	4	76645	\$75.13	\$100.91	\$100.71	\$85.99	\$97.27
Fine needle aspiration with image guidance	7	10022	\$109.89	\$141.71	\$141.09	\$122.94	\$136.60
Ultrasonic needle localization and placement	22	76942+19290	\$280.68	\$376.50	\$375.03	\$320.55	\$362.07
Core biopsy	8	19100	\$105.32	\$136.32	\$136.35	\$118.44	\$132.13
Incisional biopsy	9	19101	\$240.50	\$308.30	\$308.48	\$269.21	\$299.20
Excisional biopsy	10	19120	\$348.22	\$435.03	\$436.45	\$385.44	\$424.42
Stereotactic biopsy procedures	16	77031+19100+19295+76098	\$359.67	\$468.49	\$469.66	\$401.23	\$454.27
Mammographic needle localization & placement	15	77032+19290	\$178.21	\$232.77	\$232.02	\$200.84	\$224.49
Colposcopy without biopsy	52	57452	\$87.35	\$108.68	\$109.02	\$96.47	\$106.04
Colposcopy with cervical biopsy and ECC	66	57454	\$123.74	\$152.01	\$152.64	\$135.90	\$148.66
Colposcopy with one or more cervical biopsies	53	57455	\$114.84	\$142.75	\$143.20	\$126.79	\$139.31
Colposcopy with ECC	67	57456	\$108.53	\$135.15	\$135.53	\$119.90	\$131.81
Endometrial biopsy	68	58100	\$88.02	\$109.31	\$109.62	\$97.11	\$106.64
Vaccum-assisted biopsy with US guidance	25	19103+76942	\$587.52	\$784.88	\$781.88	\$669.58	\$755.09
HPV Amplified test (High Risk sub-types)	65	87621	\$46.13	\$46.13	\$46.13	\$46.13	\$46.13
Pap smear, conventional	SIF	88164	\$14.76	\$14.76	\$14.76	\$14.76	\$14.76
Pap smear, liquid based prep	SIF	88142	\$24.46	\$26.62	\$26.62	\$26.62	\$26.62

Fluid cytology,(Not vaginal / cervical) Breast and nipple	11,14	88173	\$111.56	\$142.57	\$141.86	\$124.18	\$137.41
Diagnostic LEEP/LEETZ	56	57461	\$265.28	\$340.88	\$340.98	\$297.23	\$330.62
Diagnostic Cone Biopsy- Cold knife or Laser	CKC 57, LC 58	57520	\$244.38	\$305.43	\$306.27	\$270.46	\$297.78
Article 28 Facility Fee - Diagnostic LEEP/LEETZ, etc	69	APC 0193	\$1,175.46	\$1,175.46	\$1,175.46	\$1,175.46	\$1,175.46
Article 28 Facility Fee - Core Biopsy	23	APC 0005	\$436.36	\$436.36	\$436.36	\$436.36	\$436.36
Article 28 Facility Fee - Incisional/Excisional Biopsy	24	APC 0028	\$1,271.01	\$1,271.01	\$1,271.01	\$1,271.01	\$1,271.01
<b>Colorectal Procedures</b>							
FOBT Kit Processing	SIF	82270	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28
FIT	SIF	82274	\$16.37	\$20.90	\$20.90	\$20.90	\$20.90
Colonoscopy	36	45378	\$310.46	\$400.19	\$399.00	\$347.61	\$386.45
Colonoscopy w/biopsy single or multiple	37	45380	\$372.84	\$480.47	\$478.97	\$417.35	\$463.90
Colonoscopy w/removal of tumor(s), polyp(s) by hot biopsy...	38	45384	\$423.45	\$469.37	\$468.12	\$409.22	\$453.68
Colonoscopy w/removal of tumor(s), polyp(s) by snare technique	39	45385	\$420.89	\$539.36	\$537.81	\$469.87	\$521.15
Sigmoidoscopy	32	45330	\$104.91	\$138.16	\$137.63	\$118.68	\$133.06
Sigmoidoscopy with polypectomy	33	45333	\$220.11	\$292.15	\$290.93	\$249.95	\$281.07
Flexible sigmoidoscopy with biopsy	34	45331	\$133.34	\$176.23	\$175.47	\$151.07	\$169.58
Radiological exam; colon, barium enema	35	74270	\$118.50	\$161.14	\$160.95	\$136.57	\$155.35
2nd Technique- Colonoscopy dir bx	50		\$95.26	\$96.22	\$95.97	\$84.54	\$93.12
Article 28 Facility Fee – Colonoscopy	49	APC 0158	\$472.82	\$472.82	\$472.82	\$472.82	\$472.82
Article 28 Facility Fee – Sigmoidoscopy	48	APC 0146	\$328.30	\$328.30	\$328.30	\$328.30	\$328.30
<b>Other Procedures</b>							
Surgical consultation	3, 54, 43	99242	\$77.17	\$95.06	\$94.91	\$84.53	\$92.29
Anesthesiologist fee	18, 70, 41	na	\$150.00	\$152.37	\$152.39	\$150.00	\$150.00
Chest X-ray	19, 62, 45	71020	\$26.29	\$34.94	\$35.04	\$29.90	\$33.89
CBC	21, 64, 47	85025	\$10.15	\$10.22	\$10.22	\$10.22	\$10.22
EKG	20, 63, 46	93000	\$17.29	\$22.87	\$22.91	\$19.68	\$22.17
Surgical pathology - Level IV	12, 59, 42	88305	\$86.90	\$114.99	\$114.59	\$98.57	\$110.75
HPV Vaccine Quadrivalent 6,11,16,18 + Administration fee	SIF	90649+90471	\$148.25	\$148.25	\$148.25	\$148.25	\$148.25

\* Reimbursement rates for cancer screening and diagnostic procedures are the higher of either 90% of the NY regional Medicare rate or the NYS Medicaid fee

\*\* NYS provides reimbursement for digital mammography and or mammography with CAD at the conventional film rate

\*\*\* These CPT codes are for reference only. Reimbursement is not limited to these CPT codes. Other CPT codes that fulfill the service/procedure as listed may also be reimbursed at these rates.

**RFA # 0907011201**  
**Clinical Services Estimates, by County**

**Kings County****Maximum Available Clinical Services Funding in First Contract Award:**

State Funding	\$376,316
HRI Funding	\$179,320

**Total Available Clinical Services Funding:       \$555,636**

**9 Month Screening Estimate**

<b><u>Screening Services</u></b>	<b><u># of Screenings</u></b>	<b><u>Estimated Cost</u></b>
Women 50+ (Comprehensive Screening)	850	\$388,450
Women 50+ (Breast/Cervical Screening)	250	\$ 68,750
Men 50+ (Colorectal Screening)	275	\$ 50,050
Women 40-49 (Breast/Cervical Screening)	175	\$ 48,125
<b>9 Month Total</b>	<b>1,550</b>	<b>\$555,375</b>

**Monthly Screening Estimate**

<b><u>Screening Services</u></b>	<b><u># of Screenings</u></b>	<b><u>Estimated Cost</u></b>
Women 50+ (Comprehensive Screening)	94	\$ 43,161
Women 50+ (Breast/Cervical Screening)	28	\$ 7,639
Men 50+ (Colorectal Screening)	31	\$ 5,561
Women 40-49 (Breast/Cervical Screening)	19	\$ 5,347
<b>1 Month Total</b>	<b>172</b>	<b>\$ 61,708</b>

**Performance Measure Estimate**

<b><u>Performance Measure</u></b>	<b><u>Goal %</u></b>	<b><u>Estimated % Achieved</u></b>
% of Clients aged 50-64	75%	89%
% of Male Clients 50+	20%	20%
% Women 50-64 with Comprehensive Screening	50%	77%

**RFA # 0907011201**  
**Clinical Services Estimates, by County**

**Queens County****Maximum Available Clinical Services Funding in First Contract Award:**

State Funding	\$351,568
HRI Funding	\$167,527

**Total Available Clinical Services Funding:        \$519,095**

**9 Month Screening Estimate**

<b><u>Screening Services</u></b>	<b><u># of Screenings</u></b>	<b><u>Estimated Cost</u></b>
Women 50+ (Comprehensive Screening)	775	\$346,492
Women 50+ (Breast/Cervical Screening)	325	\$ 87,425
Men 50+ (Colorectal Screening)	285	\$ 50,730
Women 40-49 (Breast/Cervical Screening)	125	\$ 33,625
<b>9 Month Total</b>	<b>1,510</b>	<b>\$518,205</b>

**1 Month Screening Estimate**

<b><u>Screening Services</u></b>	<b><u># of Screenings</u></b>	<b><u>Estimated Cost</u></b>
Women 50+ (Comprehensive Screening)	86	\$ 38,492
Women 50+ (Breast/Cervical Screening)	36	\$ 9,714
Men 50+ (Colorectal Screening)	32	\$ 5,637
Women 40-49 (Breast/Cervical Screening)	14	\$ 3,736
<b>1 Month Total</b>	<b>168</b>	<b>\$ 57,579</b>

**Performance Measure Estimate**

<b><u>Performance Measure</u></b>	<b><u>Goal %</u></b>	<b><u>Estimated % Achieved</u></b>
% of Clients aged 50-64	75%	92%
% of Male Clients 50+	20%	21%
% Women 50-64 with Comprehensive Screening	50%	70%

**RFA # 0907011201**

**Contractor Attestation**

(To be signed and returned by successful applicants to this RFA)

I certify that the information provided is correct. I understand and agree that, at any time, the State or HRI may review all employer records and documentation necessary to ensure compliance with the requirements of the demonstration and that any monies found to have been expended which are not in compliance with the terms and conditions of the contract may be recouped by the State or HRI.

The applicant further agrees to:

- Comply with the requirements of the RFA including all appendices.
- Abide by all provisions of the contract, including Appendices A-2 and A-3, that are not otherwise discussed in the work plan developed as a response to this RFA.
- Implement all activities as per the Operations Manual and other communications from the NYSDOH CSP.
- Implement new screening, diagnostic and treatment technologies as they are adopted by the NYSDOH CSP throughout the course of the grant period.

Signature of official from lead/contracting agency: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title and Organization: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## RFA # 0907011201

**NYSDOH Cancer Services Program  
Program Performance Measures  
2009-2010 Program Year**

	<b>Performance Measure Description</b>	<b>Goal</b>
1	% of screening mammogram clients ages 50 and older	>=75%
2	% of initial program pap tests that are for rarely/never screened women	>=20%
3	% of women re-screened by mammogram in 8-30 months	>=60%
4	% of male clients	>=20%
5	% of clients re-screened by fecal test within 10-14 months	>=60%
6	% of clients ages 50-64	>=75%
7	% of eligible women ages 50 and older with comprehensive screenings (i.e., breast, cervical and colorectal)	>=50%
8	<i>PM removed for 09-10 PY</i>	
9	% of eligible population screened in each county	>=20%
10	% abnormal cervical screens followed up within 60 days	>=75%
11	% abnormal breast screens followed up within 60 days	>=75%
12	% abnormal fecal tests followed up within 60 days	>=75%
13	% of eligible clients enrolled in Medicaid Cancer Treatment Program	>=90%
14	% of Screening Intake Forms (SIFs) submitted on time	>=85%
15	% of Follow-up Forms (FFs) submitted on time	>=85%
16	Semi-annual reports submitted accurately and on time	100%
17	Renewal work plan and budget submitted accurately and on time	100%
18	% of monthly vouchers submitted accurately and on time	>=75%
19	% grant funds for clinical services expended	>=95%

**RFA # 0907011201**

**Service Areas for Current Kings and Queens CSP Partnership Contractors**

**The current Kings County CSP Partnership contractor focuses client recruitment in the following neighborhoods:**

Northwest Brooklyn: Brooklyn Heights, Carroll Gardens, Clinton Hill, Downtown, Fort Greene, Park Slope and Red Hook

Southwest Brooklyn: Bay Ridge, Bensonhurst, and Dyker Heights

Southern Brooklyn: Brighton Beach, Coney Island and Sheepshead Bay  
Sunset Park

**The current Queens County CSP Partnership contractor focuses client recruitment in the following zip codes:**

11105, 11102  
11106, 11101  
11104, 11103  
11370, 11371  
11369, 11372  
11368, 11354  
11355, 11367  
11375, 11432  
11423, 11412  
11434, 11436  
11420, 11414  
11416, 11421  
11385, 11379  
11374, 11373  
11378, 11377  
11691, 11692  
11693, 11694  
11697, 11430  
11415, 11418  
11419, 11433  
11435, 11451

**RFA # 0907011201**

**Sample  
Letter of Interest**

Wendy Gould  
Assistant Director, Bureau of Chronic Disease Control  
New York State Department of Health  
Riverview Center  
150 Broadway, Room 350  
Albany, New York 12204

Re: RFA #0907011201  
Integrated Breast, Cervical and Colorectal  
Cancer Screening Partnerships (CSP  
Partnerships) Program Expansion in Kings  
and Queens Counties

Dear Ms. Gould:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA.

Our organization, *(insert name of organization)*, will provide services in *(insert proposed county and neighborhoods, zips or streets that will be the focus of recruitment activities)*. The individual who will serve as the contact for this application is:

*(insert name, address, telephone number and e-mail address)*

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the New York State Department of Health requires that this letter be received by the Bureau of Chronic Disease Control by close of business, October 12, 2009.

Sincerely,

## 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 Vendor 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: \_\_\_\_\_

**Title of Project:** \_\_\_\_\_

**Name of Applicant  
Organization:** \_\_\_\_\_

**Type of Organization:** \_\_\_\_\_

**County to be Served:** \_\_\_\_\_

**Neighborhood, Zip, Streets:  
For focus of recruitment** \_\_\_\_\_

**Project Director's Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail (required):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Individual Authorized to  
Sign the Contract Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Total State Funds Requested:** \_\_\_\_\_

**NYS Charity Registration Number:** \_\_\_\_\_

**Federal IRS Tax Identification Number:** \_\_\_\_\_

**RFA #0907011201**

**Instructions for Using Excel Workbook to Complete the Application Work Plan, Budget, Budget Justification, and Partnership Assessment Tool**

The work plan, budget, budget justification and partnership assessment tool should be completed using the Excel Workbook referenced and posted with RFA #0907011201. Instructions for completion of these documents follows.

**When submitting the electronic version of the completed workbook with your application, rename the document as follows: <RFA #0907011201.County to be served. Applicant Agency Name.date.**

**For example: RFA #0907011201.Queens.CBO ABC.10 1 2009**

**Orange Tab - Work Plan Instructions:**

- The work plan should cover the first 9-month contract period, July 1, 2010 – March 31, 2011.
- The work plan is separated into five distinct tabs within the Excel workbook, one tab for each work plan goal.
- Required objectives for each goal that focus on the implementation and evaluation of required program deliverables and are consistent with performance measures developed by the CSP are provided.
- Partnerships have the option to add objectives and activities that will assist the partnership to meet established goals. Three extra rows are provided under each goal for this purpose.
- Complete the activities column to detail the activities you will implement to fulfill each of the required objectives.
- For each activity listed under goal #2 (Outreach and Recruitment Activities), please indicate whether the activity is active recruitment, inreach, public education or promotion from the drop down menu in column 3.
- Please note the “red flags” in selected areas of the Excel workbook. When you pass your cursor over the “flag” a comment box will appear. These “flags” are provided to assist you in developing activities for particular objectives.
- Please note the two gray columns included under each work plan goal. These columns will be completed by successful applicants during the semi-annual report submission. You do not need to complete these two columns at this time.

Definitions to aid in completion of each column in the template are provided here:

**Goals** – A goal is a general, “big picture” statement of an outcome a program intends to accomplish to fulfill its mission. The goals for these funded programs have been written and are included in each of the work plan template tables. Do not change the goals provided in the work plan template/Excel workbook.

**SMART Objectives** – Work plans typically contain SMART objectives for each goal. (SMART = Specific, Measurable, Achievable, Relevant, and Time-bound)

Note that required SMART objectives have been included for each goal and are listed in the work plan template. Do not change the objectives provided in the work plan template/Excel workbook.

**Activities planned to achieve this objective** –Activities are specific tasks undertaken by a program to meet the stated objectives and ultimately fulfill the goal.

*Ask:* To meet the objectives, what action is needed? What else might work? Do we have the resources to do this?

**Staff/Partnership member(s) responsible** – Identify individual staff or partnership members responsible for specific tasks within each activity. Include reference to any partners by organization, as appropriate (e.g., ACS, My County Hospital, etc.)

**Completed by (month & year)** – These are the dates (e.g., by month, quarter) for assessing progress. Timeframes should include regularly scheduled, periodic check-in points for assessing progress in addition to start and end dates. Use established timeframes to help organize activities, such as prep work for “Mammography Day” activities.

*Ask:* What activities need to come first? When do we plan to have this finished?

## Purple Tabs – Infrastructure Budget Instructions

### General Instructions

- The infrastructure budget should cover the 9 month period from July 1, 2010 through March 31, 2011.
- The clinical services budget is NOT included in these calculations/template
- All budget lines should be calculated as whole dollar amounts (i.e., 50% of \$32,115 salary = \$16,057.50 amount = \$16,058).
- All reported funds are to be directly related to the proposed project (as described in the application narrative and work plan) and justified in detail regardless of source (including in-kind).
- Awarded funds may not be used to supplant existing funding sources.

### Format

- Prepare a budget for the total infrastructure requested, not to exceed the infrastructure amount provided in the RFA for the county to be served.
- Use the Budget Template provided in the Excel workbook (see template, Attachment 12).
- For each item, list amounts for **Amount Requested From NYSDOH, In-Kind Amount and Total Amount.**
- The budget format should consist of two sections: 1) personnel and 2) other than personal services (OTPS).

### **Ineligible Costs**

- Indirect or administrative lines will not be accepted as OTPS budget lines. Itemized budget lines related to these costs (i.e., rent, heat, telephone) will be allowed with appropriate justification.
- Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structure.
- Costs of research-related activities will not be allowed.

### **Match Requirement (In-kind)**

- A match equal to one-half the amount of the infrastructure request is to be demonstrated. (In-kind subtotal should be at least 50% of the subtotal of the amount requested from NYSDOH).
- All partners are expected to contribute to this match.
- Overhead costs may be used as matching funds in support of this project.

Examples of in-kind contributions are as follows:

- a. A local community organization provides free meeting space to the partnership.
- b. A government agency donates paper to print books.
- c. A consultant donates his time to your program.
- d. A taxi company donates the use of its taxis at no cost or at a cost below market.

### **Budget Sections (Personnel and OTPS)**

#### **Personnel**

This section should include the following information:

1. Title of position. Position titles should be consistent with the required functions described in Section III of this RFA.
2. Percentage of time to be spent on partnership activities.
  - a. If this position is less than full-time (100% FTE\*), indicate the percentage of time to be spent working directly on this grant/CSP partnership activities.
  - b. The Partnership Coordinator should work a minimum of 50% FTE directly on this grant/CSP partnership activities.
  - c. All other personnel to be paid from this grant should work a minimum of 20% FTE directly on partnership activities.
  - d. If a single salaried employee is working on multiple CSP-funded screening contracts, the total of all budget line items for this employee should represent at least 20% FTE. For example, a Fiscal Manager who is funded 10% FTE by Partnership A and 10% FTE by Partnership B would meet the minimum 20% FTE requirement.

\*Note: Full-time equivalent (FTE) is a way to measure a worker’s involvement in a project. An FTE of 1.0 (100% FTE) means that a person is equivalent to a full-time worker, while an FTE of 0.5 (50% FTE) signals that the worker is part-time (or half-time).

e. Examples of FTE/Salary calculation:

<u>Personnel</u>	<u>% of Time on Project</u>	<u>Annual Salary</u>	<u>Amount Requested from NYSDOH</u>	<u>In-Kind Amount</u>	<u>Total Amount</u>
Coordinator	60	\$45,000	\$27,000	\$0	\$27,000
Case Manager	50	\$40,000	\$10,000	\$10,000	\$20,000

Explanation:

The Partnership Coordinator is a full-time employee, working 40 hours per week and will work 60% of the time (or 24 hours per week) on CSP partnership activities. 60% of this employee’s annual salary is \$27,000 (.60 X \$45,000 = \$27,000). The applicant is requesting that all 60% of the employee’s time be funded through the NYSDOH grant.

The Case Manager is a full-time employee, working 40 hours per week. She will work 50% of the time (or 20 hours per week) on CSP partnership activities. The other 50% of her time will be spent on a different grant project. The applicant is requesting that only 25% of the employee’s time spent working on the CSP partnership activities be funded through the NYSDOH grant. The remaining 25% will be supported through an in-kind contribution.

3. Annual salary or rate per hour
  - a. Indicate rate and cost
4. Amount requested from NYSDOH
5. In-kind amount. This is a non-cash input which can be given cash value. Please see example in 2, above.
6. Total amount. This is the sum of the amount requested from NYSDOH and the in-kind amount.

**Other than Personnel Services (OTPS)**

- OTPS expenses, defined as expenses directly related to activities that relate to one, or more, of the work plan outcomes from Section III of the RFA (Scope of Work) (e.g. supplies, travel, equipment, printing, postage, rent, telephone) should be presented in this section. The amount requested and in-kind contributions should be shown for each category in listed in the application budget.

- OTPS budget categories have been provided in the budget template (Attachment 12). If budget categories listed in the template are not applicable to your proposals, enter \$0 in the total amount columns.
- The table below lists the OTPS budget categories. All budget items should be appropriately justified; those items marked with an asterisk (“\*”) should be supported with significant justification to ensure that the expenses are appropriate, allowable and directly related to proposed work plan activities.
- Applicants may include additional OTPS categories or expenses that are not listed under the categories in the table below (and in the budget template, Attachment 12). These additions should be supported with significant justification explaining how the expense directly relates to the proposed work plan and required program activities, as presented in the RFA Section III, Project Narrative/Work Plan Outcomes.

<b>OTPS budget categories</b>
<b>Administration</b> <ul style="list-style-type: none"> <li>• Audit</li> <li>• Computer/network maintenance</li> <li>• Consultant*</li> <li>• Equipment (lease or new*)</li> <li>• Insurance</li> <li>• Office space/rent</li> <li>• Office supplies</li> <li>• Payroll fees</li> <li>• Phone/Internet service</li> <li>• Postage</li> <li>• Database management*</li> </ul>
<b>Advertising/public education/promotion</b> <ul style="list-style-type: none"> <li>• Billboard advertising</li> <li>• Newspaper advertising</li> <li>• Television campaign/advertising</li> <li>• Radio campaign/advertising</li> <li>• Educational materials</li> <li>• Promotional items*</li> <li>• Statewide or regional promotional campaign</li> <li>• Website development*</li> </ul>
<b>Awards/Recognition*</b> <ul style="list-style-type: none"> <li>• Provider recognition*</li> <li>• Partner recognition*</li> </ul>
<b>Client services</b> <ul style="list-style-type: none"> <li>• Incentives*</li> <li>• Medical supplies (may include funds for the purchase of FOBT or FIT kits and the cost of bowel preparation supplies for men and women who will receive a colonoscopies)</li> <li>• Translation services</li> </ul>

Meeting expenses <ul style="list-style-type: none"> <li>Partnership meetings (space, beverages, food*)</li> <li>Provider visits (food*)</li> </ul>
Printing and copying <ul style="list-style-type: none"> <li>Administrative</li> <li>Patient recruitment materials, program brochures, consent forms, etc</li> </ul>
Special events <ul style="list-style-type: none"> <li>Education (e.g. grand rounds)</li> <li>Screening/recruitment</li> </ul>
Subcontract
Travel (official contract business) <ul style="list-style-type: none"> <li>Mileage</li> <li>Train, cab, subway, etc</li> <li>Hotel</li> <li>Vehicle operating expenses</li> </ul>
Training/professional development* <ul style="list-style-type: none"> <li>Registration/materials fee*</li> </ul>

- Enter a separate line item for each expenditure.
- Supplies may include funds for the purchase of FOBT or FIT kits and the cost of bowel preparation supplies for men and women who will receive colonoscopies (per CSP eligibility criteria).
- List the amount requested and any in-kind contributions for each line item.
- Costs related to the implementation of public awareness campaigns seeking to reach eligible priority populations are allowable, but should not represent more than 25% of the OTPS portion of the budget.
- Budgets should include travel funds for up to three partnership staff members to attend each of two regional trainings during this 9-month contract period.

**Red Tabs - Budget Justification Instructions**

- Applicants should demonstrate how the proposed expenditures relate to at least one of the activities in the work plan or how the proposed expenditure will improve progress towards program performance measures.
- A sample budget justification is included for your reference as Attachment 13. This
- A tab for a sub-contractor budget justification is provided, if needed.
- Provide justification and a breakdown for each item requested in the budget. **The order of items in the budget justification should exactly match the order as listed in the budget.**
- Provide details (i.e., brief job descriptions, description of how position or other line item contributes to program objectives and work plan) and demonstrate *all calculations* (i.e., telephone service should detail costs per line or staff person; postage should include how postage will be used, postage rate, approximate number of pieces to be mailed, etc.)

- For all existing staff, the budget justification should delineate how the percentage of time devoted to this grant has been determined.

### **Blue Tabs - Partnership Assessment Tool Instructions**

- Complete the Partnership Assessment Tool, by listing all partnership members (including community-based organizations, government agencies, health related organizations, local businesses, and health care providers) in the first column.
- In the second column, use the drop down menu to indicate a “member category” for each partner.
- Indicate with an “x” in the appropriate column, what role(s) each partner provides to assist the partnership to implement the required contract activities.
- Add any additional partner roles not included in the template in the appropriate section titled, “Other Roles”.



Partnership Name: \_\_\_\_\_

<b>Goal 1: Partnership building and management activities</b>			
Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area.			
<b>Objectives</b>	<b>Activities planned to achieve this objective</b>	<b>Staff/Partnership member(s) responsible</b>	<b>Completed by (month &amp; year)</b>
Objective 1: By September 30, 2010 identify and recruit ___# partners to assist with recruitment of male clients.			
Objective 2: By September 30, 2010 identify and recruit ___# partners to assist with recruitment of men and women ages 50 to 64.			
Objective 3: By August 1, 2010 identify community-based organizations and/or providers to establish referral sources for clients or client services necessary to reduce barriers to screening or follow-up such as child care, medical equipment or transportation.			
Objective 4: Between July 1, 2010 and March 31, 2011 conduct ___# partnership meetings (minimum of 3) to communicate program standards, to plan, implement and evaluate required contract deliverables and address the status of program performance measures.			
Objective 5: Recruit and maintain ___# Designated Qualified Entities (DQE's) to adequately meet the needs of the partnership to assist eligible men and women with enrollment in the MCTP, including those not screened through the CSP.			
Objective 6: By October 1, 2010 identify, recruit and maintain ___# community partners and CSP clients willing to share testimonials or personal stories to educate community leaders and decision makers about the local CSP.			

**Goal 2: Outreach and Recruitment Activities**

Between July 1, 2009 and March 31, 2010 recruit and enroll women and men from the eligible priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services.

Objectives	Activities planned to achieve this objective	Type of Activity	Staff/Partnership member(s) responsible	Completed by (month & year)
Objective 1: Each month, between July 1, 2010 and March 31, 2011, >= 75% of screening mammogram clients will be ages 50 and older. (PM #1)				
Objective 2: Each month, between July 1, 2010 and March 31, 2011, >= 20% of initial program funded pap tests will be for women who are rarely or never screened. (PM #2)				
Objective 3: Each month, between July 1, 2010 and March 31, 2011, >= 20% of clients age 50 and older who are screened in the program during the most recent 12 months will be men. (PM #4)				
Objective 4: Each month, between July 1, 2010 and March 31, 2011, >= 50% of women age 50 and older will receive comprehensive cancer screening (breast, cervical and colorectal cancer screenings). (PM #7)				
Objective 5: By March 31, 2011, implement a reciprocal referral system whereby ____# of referrals will be made between the CSP partnership and Medicaid, Family Health Plus or other public health insurance programs.				

### Goal 3: Screening & Diagnostic Activities

Establish systems and procedures for the provision of breast, cervical, and colorectal cancer screening and diagnostic services to eligible populations, according to CSP guidelines.

Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
Objective 1: Recruit and maintain a comprehensive provider network to adequately meet the needs of the partnership for breast, cervical, and colorectal cancer screening, diagnostic services, and treatment referrals, including prostate cancer treatment referrals.			
Objective 2: Establish systems to communicate with providers regarding program standards, changes and activities.			
Objective 3: Establish and maintain annual written provider agreements (that include contract Appendix A-3 in its entirety) between the partnership and clinical service providers.			
Objective 4: Complete required provider credentialing activities by deadlines and as necessary, to include submission of: CSP credentialing workbook, new provider site code request forms, and site code change of information forms.			
Objective 5: Ensure there is a system to obtain signed client consent forms prior to service provision.			
Objective 6: Establish and maintain a system or systems to obtain required CSP client information from each provider to complete and submit screening intake and follow-up forms in a timely manner as per PM #'s 14 & 15.			
Objective 7: Establish and maintain a process for obtaining standing medical orders for fecal test kit distribution, development, and follow-up prior to service provision.			

<b>Goal 3: Screening &amp; Diagnostic Activities</b>			
Objective 8: Establish and maintain a method for purchase and distribution of fecal test kits for CRC screening prior to service provision.			
Objective 9: Each month, between July 1, 2010 and March 31, 2011, $\geq 60\%$ of eligible clients will be rescreened for breast and colorectal cancer. (PM #'s 3 & 5)			
Objective 10: Develop and maintain procedures so that each month, between July 1, 2010 and March 31, 2011, $\geq 75\%$ of abnormal cervical screens, 75% of abnormal breast screens, and 75% of abnormal fecal tests will be followed up and a final diagnosis determined within 60 days of the original abnormal finding. (PM #'s 10, 11, & 12)			
Objective 11: By August 1, 2010, identify resources and develop a referral plan for clients who are no longer eligible for CSP services (average risk age 18 to 39).			

**Goal 4: Case Management**

Ensure that all men and women with abnormal screening results are assessed for their need for case management services and are provided with such services accordingly.

<b>Objectives</b>	<b>Activities planned to achieve this objective</b>	<b>Staff/Partnership member(s) responsible</b>	<b>Completed by (month &amp; year)</b>
Objective 1: Establish and maintain a method of communication with each provider whereby abnormal findings are received by the partnership within 3 business days of the results being obtained.			
Objective 2: Establish and maintain a case management process with each participating CSP provider to ensure all clients with abnormal findings on breast, cervical and/or colorectal cancer screening tests receive case management services.			
Objective 3: Between July 1, 2010 and March 31, 2011 develop and maintain a resource and referral system to assist clients to address barriers that prohibit them from obtaining diagnostic and treatment services and/or clinical services not specifically related to breast, cervical or colorectal cancer, as needed.			
Objective 4: 100% of all clients who receive case management services will have a case management client satisfaction survey sent to them within 30 calendar days upon the completion of case management.			
Objective 5: Each month, between July 1, 2010 and March 31, 2011, $\geq 90\%$ of all eligible clients will be enrolled in the MCTP. (PM #13)			

**Goal 5: Program Management**

Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance.

<b>Objectives</b>	<b>Activities planned to achieve this objective</b>	<b>Staff/Partnership member(s) responsible</b>	<b>Completed by (month &amp; year)</b>
Objective 1: By August 1, 2010, develop systems to monitor the number of clinical services the partnership can provide within the allocated budget.			
Objective 2: $\geq$ 85% of Screening Intake Forms and Follow-up Forms are submitted on time each month between July 1, 2010 and June 30, 2011. (PM#'s 14 & 15)			
Objective 3: Semi-annual reports are submitted accurately and on time (by CSP deadline), using standard report format provided by the CSP. (PM #16)			
Objective 4: Work plan and budget are submitted accurately and on time (by CSP deadline), using standard format provided by the CSP. (PM #17)			
Objective 5: $\geq$ 75% of monthly vouchers are submitted accurately and on time (by end of each month) between July 1, 2010 and March 31, 2011. (PM #18)			
Objective 6: $\geq$ 95% of grant funds are expended by March 31, 2011. (PM #19)			
Objective 7: CSP of ____ is fully and appropriately staffed between July 1, 2010 and March 31, 2011, as indicated in the approved budget and justification for this contract period.			

<b>Goal 5: Program Management</b>			
Objective 8: Between July 1, 2010 and March 31, 2011 conduct at least ___# educational visits to inform community members and decision makers about the impact of cancer, how the local CSP partnership program addresses the problem, and the unmet need in the community.			
Objective 9: Plan and implement ___# media/promotional activities (letters to the editor, newspaper articles, etc) publicizing CSP partnership screening events, client testimonials and other CSP activities to increase public support of the CSP.			



<b>Administration</b>			
Audit			
Computer/network maintenance			
Consultant*			
Equipment (lease or new*)			
Insurance			
Office space/rent			
Office supplies			
Payroll fees			
Phone/Internet service			
Postage			
Database management*			
<b>Advertising/public education/promotion**</b>			
Billboard advertising			
Newspaper advertising			
Television campaign/advertising			
Radio campaign/advertising			
Promotional items*			
Statewide or regional promotional campaign			
Website development*			
<b>Awards/recognition*</b>			
Provider recognition*			
Partner recognition*			
<b>Client services</b>			
Incentives*			
Medical supplies			
Translation services			
<b>Meeting expenses</b>			
Partnership meetings (space, beverages, food*)			
Provider visits (food*)			
<b>Printing and copying</b>			

Administrative			
Patient recruitment materials, program brochure, consent form, etc.			
<b>Special events</b>			
Education (e.g. grand rounds)			
Screening/recruitment			
<b>Subcontract</b>			
<b>Travel (official contract business)</b>			
Mileage/other transportation/hotel			
Vehicle operating expenses*			
<b>Training/professional development*</b>			
Registration/materials fee*			
<b>B. OTPS Total</b>	\$0	\$0	\$0
<b>C. TOTAL BUDGET</b>	\$0	\$0	\$0

<b>◆In-kind total should be at least 50% of amount requested from NYSDOH total (from line C)</b>	
<b>In-kind Amount:</b>	
<b>Amount requested from NYSDOH Infrastructure Total:</b>	
<b>In-kind Percentage:</b>	
* OTPS categories marked with *, require significant, detailed justification as to how the expenses directly relate to work plan activities.	
**The amount requested in the NYSDOH column for public awareness/advertising should not exceed 25% of the total OTPS budget amount requested from NYSDOH (from line B)	
<b>Percentage:</b>	

**RFA # 0907011201**

Budget Justification Template

<u>Budget Line</u>	<u>Justification</u>	<u>Calculation</u>	<u>Total</u>
--------------------	----------------------	--------------------	--------------

Personnel

TOTAL

Other Than Personal  
Services (OTPS)

Total:

**RFA # 0907011201**

Attachment 13

**Sample Budget Justification**

<u>Budget Line</u>	<u>Justification</u>	<u>Calculation</u>	<u>Total</u>
<b><u>Personnel</u></b>			
Outreach Coordinator	Justification: Outreach Coordinator will develop and undertake all outreach strategies of the work plan. She/he will evaluate the outreach/recruitment activities to determine successful strategies for future use.	1.0 FTE @ \$32,500	\$32,500
<b>Sub Total Personnel</b>			<b>\$ 32,500</b>
<b><u>Other Than Personal Services (OTPS)</u></b>			
<b>Administration</b>			
Equipment	Our agency is purchasing a new high volume copier. Based on past usage, our volume of use is approximately 15%. 15% of the copier costs is being requested from this grant.	Copier (\$5,000 @ 15%)	\$750
Postage	Postage for 200 letters to existing clients ages 50-64 to remind them of rescreening opportunities through the partnership.	200 recall letters @ \$0.42	\$84
Office supplies	Justification: Printer cartridges (4), 1 per quarter for the printer used by 3 partnership staff	4x \$50	\$200
	Justification: 12 boxes of file folders for partnership staff files and patient files (1 per month)	12 x \$5.00	\$60
<b>Public Awareness/Advertising</b>			

Newspaper advertising	1/4 page advertisement in 3 local senior center newsletters	Newsletter advertisement \$25 x 4, \$50 x 4, \$50 x 12	\$900
<b>Subcontract</b>		Our County Senior Center, Inc.	\$3,000
<b>Travel (official contract business)</b>			
Mileage	Justification: travel by Outreach Coordinator to recruit clients throughout county (400 miles) + travel to attend Regional CSP meeting (100 miles)	500 miles @ .55/mile	\$275
<b>Sub Total OTPS:</b>			\$37,769

# GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):  <hr/> CONTRACTOR (Name and Address):  <hr/> FEDERAL TAX IDENTIFICATION NUMBER:  MUNICIPALITY NO. (if applicable):  CHARITIES REGISTRATION NUMBER: ___ - ___ - ___ or ( ) EXEMPT: (If EXEMPT, indicate basis for exemption):  <hr/> CONTRACTOR HAS( ) HAS NOT( ) TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.  <hr/> CONTRACTOR IS( ) IS NOT( ) A SECTARIAN ENTITY CONTRACTOR IS( ) IS NOT( ) A NOT-FOR-PROFIT ORGANIZATION	. .	NYS COMPTROLLER'S NUMBER: _____  ORIGINATING AGENCY CODE:  <hr/> TYPE OF PROGRAM(S)  <hr/> INITIAL CONTRACT PERIOD  FROM:  TO:  FUNDING AMOUNT FOR INITIAL PERIOD:  <hr/> MULTI-YEAR TERM (if applicable): FROM:  TO:
--	--------	--

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- |                                     |              |  |
|-------------------------------------|--------------|--|
| <input checked="" type="checkbox"/> | APPENDIX A   | Standard clauses as required by the Attorney General for all State contracts.  |
| <input checked="" type="checkbox"/> | APPENDIX A-1 | Agency-Specific Clauses (Rev 10/08)  |
| <input checked="" type="checkbox"/> | APPENDIX B   | Budget   |
| <input checked="" type="checkbox"/> | APPENDIX C   | Payment and Reporting Schedule   |
| <input checked="" type="checkbox"/> | APPENDIX D   | Program Workplan   |
| <input checked="" type="checkbox"/> | 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

- |                                     |                |   |
|-------------------------------------|----------------|---|
| <input checked="" type="checkbox"/> | APPENDIX A-2   | Program-Specific Clauses  |
| <input checked="" type="checkbox"/> | APPENDIX E-1   | Proof of Workers' Compensation Coverage   |
| <input checked="" type="checkbox"/> | APPENDIX E-2   | Proof of Disability Insurance Coverage  |
| <input type="checkbox"/>            | APPENDIX H     | Federal Health Insurance Portability and Accountability Act<br>Business Associate Agreement |
| <input checked="" type="checkbox"/> | APPENDIX A-3   | Provider-Specific Clauses: Screening and Diagnostic Services Agreement                      |
| <input type="checkbox"/>            | APPENDIX _____ | _____   |

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

\_\_\_\_\_  
\_\_\_\_\_  
CONTRACTOR

CONTRACTOR

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Contract No. \_\_\_\_\_

STATE AGENCY

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State Agency Certification:

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

STATE OF NEW YORK )  
 )  
County of \_\_\_\_\_ ) SS:

On the \_\_\_ day of \_\_\_\_\_ 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## STATE OF NEW YORK

### AGREEMENT

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

#### WITNESSETH:

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

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

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

#### I. Conditions of Agreement

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

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- 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.

APPENDIX A-1  
(REV 10/08)

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

grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires

that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs 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 an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered 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.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this

AGREEMENT shall be deemed terminated and cancelled.

11. 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:**

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability 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:**

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability 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.
16. 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 B  
BUDGET  
(sample format in RFA)

## 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

PROGRAM WORK PLAN  
(sample format in RFA)

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: \_\_\_\_\_  
Amendment Number: X-\_\_\_\_\_

Contractor: \_\_\_\_\_

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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 )  
County of \_\_\_\_\_ ) SS:

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: \_\_\_\_\_

APPENDIX A-2  
PROGRAM SPECIFIC CLAUSES

1. Any publishable or otherwise reproducible material developed under, or in the course of performing the AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated for profit by the CONTRACTOR or any other party unless prior written approval is secured from the STATE. The STATE authorizes the CONTRACTOR to disseminate materials developed under this AGREEMENT free of charge, or at cost, to other parties. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
2. The CONTRACTOR shall obtain written approval of the PROGRAM prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: “Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control” and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. The CONTRACTOR, its officers, employees, agents and subcontractors, shall treat all information which is obtained through performance of activities under this AGREEMENT as confidential information, and shall maintain and use such information only for the purposes intended, and only to the extent necessary to perform its obligations, under this AGREEMENT.
5. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.
6. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as “Providers”) as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the

credentialing criteria established by the STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.

7. CONTRACTOR shall notify Providers that the STATE requires [a provider] participating Providers to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.
8. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.
9. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of Appendix A-3. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR will establish a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in Appendix A-3.
10. CONTRACTOR, if such CONTRACTOR is not a direct Provider of Screening and Diagnostic Services, is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.
11. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.
12. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.
13. Only the CONTRACTOR may submit voucher claims to the STATE for reimbursement of services performed under this AGREEMENT. Entities that are affiliated with the CONTRACTOR in the partnership, or entities that accept responsibility for and/or perform activities under this Agreement may not submit claims for reimbursement directly to the STATE. The CONTRACTOR is responsible for the timely distribution of funds paid to it under this Agreement to the entities in its partnership pursuant to the agreement among the

CONTRACTOR and the other entities participating in the partnership. CONTRACTOR is responsible for notifying entities affiliated with the CONTRACTOR in the partnerships and entities that accept responsibility and/or perform activities under this Agreement that no such entity may submit voucher/claims for reimbursement directly to the STATE.

14. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the Cancer Services Program Operations Manual, not directly fulfilled by the CONTRACTOR.
15. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
16. Paragraphs one, two, three, four, eleven and fifteen of this Appendix A-2 shall survive termination of the AGREEMENT.

Revised June 2009

## APPENDIX A-3

Providers of screening and/or diagnostic services in the New York State Department of Health Cancer Services Program, hereafter called the PROGRAM, agree to:

1. Abide by the applicable provisions of the Program Operations Manual including but not limited to: clinical guidelines, eligibility criteria and case management sections.
2. Provide clients of the PROGRAM with the same quality of care as afforded to any other patients in their care.
3. Request reimbursement for clinical services ONLY for clients who meet the eligibility criteria as defined in the PROGRAM Operations Manual.
4. Treat the PROGRAM as the payor of last resort. All providers agree to first bill client's other insurance and/or third party payor for services provided through the PROGRAM. Provider further agrees that it may only seek PROGRAM reimbursement from the State contractor for the partnership and may not submit claims for reimbursement directly to the State.
5. Accept reimbursement rates established by the PROGRAM as payment in full for all services that are covered by the PROGRAM. Providers agree not to charge clients for the difference between the PROGRAM reimbursement rate and the provider's usual fees. Under no circumstances shall providers bill PROGRAM clients for services that are covered by the PROGRAM.
6. Promptly refer PROGRAM clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the PROGRAM.
7. Obtain signed written consent forms from all PROGRAM clients for the provision of clinical services and release of their medical information to the relevant other entities participating in the partnership and the New York State Department of Health for the purposes of case management, tracking and reimbursement.
8. Submit accurate demographic, screening, diagnostic treatment and any other data required by the STATE in a timely manner and in the format required by the STATE. The provider agrees that the reimbursement for clinical services will not be provided by the STATE to the STATE contractor for the partnership for reimbursement to the provider until data have been submitted and accepted on the PROGRAM data system.
9. Maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the PROGRAM. PROGRAM providers agree to provide the PROGRAM access to medical, including original mammograms, business, and personnel, financial and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
10. Ensure that all licensed health care professionals are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the services that they are providing. Maintain all applicable provider, office based surgery and/or facility

credentials, certifications, licenses, operating certificates, and/or approvals required by law and necessary to perform and bill for PROGRAM services and facility fees, including but not limited to approvals for laboratory, mammography, office based surgery and diagnostic and treatment center services.

11. Immediately notify the PROGRAM (i) if Provider's or Practitioner's license to practice or certification to operate in any state, certification(s) to prescribe medication, if applicable, or staff privileges at any hospital, if applicable, are voluntarily surrendered, restricted temporarily or permanently reclassified, suspended or revoked for any reason; and (ii) if Provider or Practitioner is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider or Practitioner becomes subject to any disciplinary action taken by a government program, hospital, managed care organization, or licensing authority, including, but not limited to an active or stayed suspension or restriction of Provider's or Practitioner's license or certification.
12. Provide all information necessary to comply with the credentialing and re-credentialing activities, and further, to provide such information within a reasonable time period.
13. Cooperate fully with PROGRAM quality assurance efforts, including, participating in discussions to explore reasons for unusual data patterns, and agree to undertake any proposed remediation plans to any clinical and/or data reporting deficiencies in a timely manner.
14. The PROGRAM reserves the right to discontinue any service providers from participation in the PROGRAM for any reason.
15. Paragraphs nine and thirteen of this Appendix A-3 shall survive termination of the AGREEMENT.

Revised June 2009

**RFA # 0907011201****HRI General Terms and Conditions  
Attachment "A"****General Terms and Conditions - Health Research Incorporated Contracts**

**1. Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the Term) unless terminated sooner as hereinafter provided.

**2. Allowable Costs/Contract Amount -**

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under this reimbursement contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the contract, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

**3. Administrative, Financial and Audit Regulations –**

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

<b>Contractor Type</b>	<b>Administrative Requirements</b>	<b>Cost Principles</b>	<b>Audit Requirements Federally Funded Only</b>
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Contract is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

#### **4. Payments -**

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 8;
  - A copy of the Contractor's latest audited financial statements (including management letter if requested);
  - A copy of the Contractor's most recent 990 or Corporate Tax Return;
  - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
  - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
  - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Sixty (60) days from termination of the Agreement.

c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.

d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

**5. Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time

of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

**6. Indemnity** - Contractor agrees to indemnify, defend and hold harmless, HRI, its officers, directors, agents, servants, employees and representatives, the New York State Department of Health, and the State of New York from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to the Contractor or its agents, employees, representatives or subcontractor's performance or failure to perform during and pursuant to this Agreement. In all subcontracts entered into by the Contractor, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

**7. Amendments/Budget Changes –**

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

**8. Insurance -**

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) Types of Insurance--the types of insurance required to be maintained throughout the Term are as follows:

- 1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.
- 2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.
- 3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.
- 4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

Each Occurrence - \$1,000,000

Personal and Advertising Injury - \$1,000,000

General Aggregate - \$2,000,000

5) If hired or non-owned motor vehicles are used by the Contractor in the performance of this Agreement, hired and non-owned automobile liability insurance with a combined single limit of liability of \$1,000,000.

6) If the Contractor uses its own motor vehicles in the performance of the Agreement, Automobile Liability Insurance covering any auto with combined single limit of liability of \$1,000,000.

7) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.

c) The insurance in b) above shall:

1) Health Research, Inc., the New York State Department of Health and New York State, shall be included as Additional Insureds on the Contractor's CGL policy using ISO Additional Insured endorsement CG 20 10 11 85, or CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 01 and CG 20 37 10 01, or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Contractor. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds;

2) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

3) Be reasonably satisfactory to HRI in all other respects.

**9. Publications** - All written materials, publications, audio-visuals that are either presentations of, or products of the Scope of Work will credit HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

#### **10. Title** -

a) Unless noted otherwise in either Attachment B or C hereto, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.

b) Title and ownership of all materials developed under the terms of this Agreement, or as a result of the Project (hereinafter the "Work"), whether or not subject to copyright, will be the property of HRI. The Work constitutes a work made for hire, which is owned by HRI. HRI reserves all rights, titles, and interests in the copyrights of the Work. The Contractor shall take all steps necessary to implement the rights granted in this paragraph to HRI. The provisions of this paragraph shall survive the termination of this Agreement.

**11. Confidentiality** - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses.

## **12. Non-Discrimination -**

a) 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 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, but not limited to managerial personnel, based on any of the factors listed above.

b) The Contractor shall not discriminate on the basis of race, creed, color, sex national origin, age, disability or marital status against any person seeking services for which the Contractor may receive reimbursement or payment under this Agreement.

c) 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 service.

**13. Use of Names -** Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 9 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

## **14. Site Visits and Reporting Requirements -**

a) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

b) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

## **15. Miscellaneous -**

a) Contractor and any subcontractor are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due.

b) This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to

venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

e) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

f) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

g) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.

h) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.

i) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

#### **16. Federal Regulations/Requirements Applicable to All HRI Agreements -**

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

- (a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- (b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- (c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

## **17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -**

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

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
- 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
- 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
- 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination)
- 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment)
- 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients)

b) Student Unrest If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration of funds provided by this Agreement to any individual who has been engaged or involved in activities describe as "student unrest" as defined in the Public Health Service Grants Policy Statement.

c) Notice as Required Under Public Law 103-333 If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

d) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in a) above shall be complied with as implemented by the Project Sponsor.

The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

e) Medicare and Medicaid Anti-Kickback Statute - Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specially under 42 U.S.C. 1320 7b(b) "Illegal remunerations" which states, in part, that whoever knowingly and willfully;

- (1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referred (or induce such person to refer) and individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
- (2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease, or order any good, facility, service or item.

For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

Required Federal Certifications - Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) 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 grant, 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.
- d) If 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 a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 50, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

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

Anti-Kickback Act Compliance - If this subject contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to

require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

Clean Air Act Compliance - If this subject contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

## HRI

### ATTACHMENT “B”

#### Modifications to General Conditions and or Program Specific Clauses - NYS Breast and Cervical Cancer Early Detection Program

Contractors are expected to comply with the NYS DOH Cancer Services Program Operations Manual. This manual and any updates to the manual will be provided to all contractors.

The following payment provisions are applicable to the Patient Service Fees.

#### 1. Patient Service fees

- a) Reimbursement to the Contractor for screening and diagnostic activities shall be based upon the New York State Breast and Cervical Cancer Early Detection Program Maximum Allowable Reimbursement Rate. These rates shall be maintained by the NYSBCCEDP and shall appear on Monthly Billing Reports issued to the Contractor by Ahlers and Associates.
- b) Reimbursement in accordance with paragraph 2 of this Attachment shall be made by HRI to the contractor upon submission of itemized vouchers to HRI referencing the HRI contract number and detailing the service provided, the quantity of each service provided, the allowable reimbursement and the total reimbursement requested. All such payments shall be subject to correction and adjustment upon periodic and/or full audit of fees charged to this project. **Under no circumstance will services, which appear in the “Prior Program Year section” on Ahlers and Associates Monthly Billing Reports be reimbursed.**
- c) **It is expressly understood and agreed that the aggregate of all fees to be reimbursed under this Agreement shall in no event exceed the sum indicated in the “Patient Service” budget category except upon formal amendments of this agreement.**
- d) The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all fees reimbursed under this Agreement.
- e) Screening or Diagnostic Services may not be billed or reimbursed under this Agreement until such time as a patient outcome has been determined and satisfactorily documented to the NYSBCCEDP. Final outcome is defined as the date on which full documentation of an eligible clients screening services or diagnostic services outcome has been received and accepted as a completed data record by NYSBCCEDP. The final outcome date must fall within the current contract period.

#### 2) Payments

- a) HRI will reimburse the Contractor upon receipt of vouchers pursuant to “Breast and Cervical Cancer Early Detection Program Allowable Services & Maximum Allowable Reimbursement Rates”. Vouchers must be submitted on a monthly basis on such forms and in such detail as HRI shall require. All vouchers submitted to HRI must be received by

- b) The Contractor agrees to maximize third-party reimbursement available for Breast Cancer and Cervical Cancer screening services. The Contractor certifies that payments made by HRI under this Agreement shall not be duplicate reimbursement of costs and/or services provided under this Agreement which are received by the Contractor from other sources, including, but not limited to, client fees, private insurance, public donations, grants, legislative funding from other units of government, or any other source.

The Contractor further certifies that no services will be charged to this agreement until all other sources of third party reimbursement are exhausted or unless no third party reimbursement is available for the services provided.

### 3) **Eligible Criteria - Women to be Served**

Women served by Breast and Cervical Screening Projects are:

- over 40 years of age
- asymptomatic
- special cases under age 40, such as women beginning screening before 40 because a first degree relative was diagnosed with breast cancer before menopause, or women who will not or cannot use family planning services
- low income (at or below 250% of Federal Poverty Level)
- uninsured or underinsured
- underserved

In addition, women enrolled MUST be in one of the following categories:

- never screened
- screened, but not in the last two years
- screened appropriately in the last two years in your project or a sister project, or
- screened appropriately in the last two years elsewhere, but unable to continue with previous source of care because of a change in personal circumstances (financial or insurance)

Women to be screened have the same eligibility for both breast and cervical cancer screening.

Women enrolled in the program must meet **ALL** of the following criteria.

- \* **40 years of age or older**

Partnerships are required to focus their recruitment efforts on women ages 50-64. While CDC requires that a minimum of 75% of all program eligible women who receive a federally funded mammogram be age 50 or older additional state funds will enable partnerships to continue to serve women age 40 and older beyond the 25% maximum mandated by CDC.

Exceptions for women younger than 40:

Women who were initially screened for breast cancer in this program at a younger age and are returning, on MD's recommendation, for re-screening. *Projects must have documentation of the physicians' referral or prescription in the client's permanent file. Documentation is a copy of the signed referral form or prescription. The state reserves the right to audit patients' files to ensure compliance.*

Women with a first-degree relative (mother, sister, or daughter) who was diagnosed with pre-menopausal breast cancer before age 50. (A family history of cervical cancer does not affect age eligibility.)

Women who will not or cannot for reasons of conscience or religion be referred to a family planning provider, but who need cervical cancer screening. (A clinical breast exam may be a part of this screening.)

\* **Asymptomatic for breast and cervical cancer**

A woman may be considered asymptomatic if she has felt a breast lump but has had no clinical or radiological examination to assess it. Nipple discharge is not considered symptomatic for breast cancer. A woman who has been treated for breast or cervical cancer, has completed follow-up care with no evidence of residual or recurrent disease and has been released to routine screening may be considered asymptomatic.

\* **Low income, defined as at or below 250% of current Federal Poverty Guidelines**

\* **Medically underserved for breast and/or cervical cancer screening**

A woman who has not had breast cancer screening in two or more years is eligible to be newly enrolled in the program. A woman who has been screened for breast cancer within the past two years but whose financial or insurance status has changed, causing her to fit the above criteria, may be enrolled. Once enrolled, she should continue to be screened at appropriate intervals as long as she meets the other criteria. A woman who has been screened in the past two years by another partnership may be enrolled if she continues to meet all other eligibility criteria.

### **Program Reimbursement Criteria**

In order for the partnership to receive reimbursement for services provided to enrolled clients (as described above), the following criteria must also be met:

\* **Uninsured or underinsured for one or more of the billable screening services:**

For the purposes of this program, uninsured means has no health insurance of any type. Reimbursement will be provided for all allowable services based on the program reimbursement schedule.

Underinsured means having coverage that does not include screening services or a deductible or co-pay great enough that prevents a woman from having breast and/or cervical cancer screening. The client's insurance must be billed. The program will pay for services based on the program reimbursement schedule, after the insurance has either denied or made a partial payment.

### **Ineligible Populations**

Clients enrolled in Medicaid Managed Care programs should be referred to their primary care provider rather than being enrolled as partnership clients.