

RFA #1001051045

**New York State Department of Health
Council on Graduate Medical Education**

Request for Applications (RFA)

**Doctors Across New York
Ambulatory Care Training Program**

RFA Release Date:	June 14, 2011
Questions Due:	June 30, 2011 (4 PM)
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I. Introduction

The Department of Health (Department) is soliciting applications under this Request for Applications (RFA) for the Ambulatory Care Training Program, a component of the Doctors Across New York (DANY) initiative. DANY is a state-funded initiative enacted in 2008 to help train and place physicians in underserved communities in a variety of settings and specialties to care for New York's diverse population. The Ambulatory Care Training Program is part of DANY and is specifically designed to incentivize sponsoring institutions to provide clinical training of residents in freestanding ambulatory care sites. Funds are to be directed to sponsoring institutions to defray the costs of clinical training in freestanding ambulatory care sites. Freestanding ambulatory care sites are diagnostic and treatment centers (D&TCs) or physician practices that satisfy the requirements set forth in the definitions section of this RFA. The 2011-12 State Executive Budget appropriates up to \$4.3 million to fund awards for the fiscal year. Additional appropriations are anticipated in future years to continue to support this program.

Applicants are required to provide training for residents at freestanding ambulatory care sites. However, applicants that also propose to train medical students at the freestanding ambulatory care sites will receive additional points in the evaluation.

In accordance with the authorizing statute, two-thirds of available funding is reserved for applicants from New York City and one-third of the funding is reserved for applicants from the Rest-of-State. Awards are expected to be made for a thirty-six (36) month period, contingent upon the continued availability of funding.

An Ambulatory Care Training award may range from \$50,000 to \$250,000 annually, per application, for up to thirty-six (36) months. Successful applicants will be responsible for executing affiliation or other agreements with appropriate freestanding ambulatory care sites and overseeing the clinical training of residents (and medical students) at such sites.

For any sponsoring institution planning to execute affiliation or other agreements under this program for freestanding ambulatory care sites in both the New York City region and Rest-of-State, a separate application must be submitted by the sponsoring institution for each region (i.e., one (1) sponsoring institution could submit two (2) separate applications, one (1) for New York City and one (1) for the Rest-of-State. The region shall be determined by the address(es) of the freestanding ambulatory care site(s) with whom the applicant executes an affiliation or other agreement. An application may include more than one freestanding ambulatory care site and training in more than one specialty. Each site will be evaluated independently and awards may be made to one or more sites per application.

Background / Intent

Graduate Medical Education in New York State is almost exclusively provided in hospital settings. This is primarily due to the fact that the reimbursement system does not specifically provide funding to train residents (and medical students) in non-hospital based ambulatory care sites.

The goal of the Ambulatory Care Training Program is to train residents (and medical students) in freestanding ambulatory care sites in order to enhance their clinical training experiences in the settings where most will practice throughout their careers. To achieve this goal, the Ambulatory Care Training Program will provide sponsoring institutions with funding to defray the costs associated with training residents (and medical students) in freestanding ambulatory care sites.

The Ambulatory Care Training Program reflects the policy recommendations of the New York State Council on Graduate Medical Education in a report, *Policy Recommendations to the Commissioner of Health*, March 2008 and seeks to improve the quality of health care in New York State by realigning the training of residents (and medical students) with the needs of New York State's patient population. As the population increasingly seeks health care from freestanding ambulatory care sites, the physicians educated and trained in New York State need to be adept at providing quality care in such settings.

In addition, the Ambulatory Care Training Program seeks to address the maldistribution of physicians within New York State by giving preference to sponsoring institutions that execute affiliation or other agreements with freestanding ambulatory care sites located in underserved rural or inner-city areas of the state.

II. Definitions

For purposes of this RFA, the following definitions will apply:

- Applicant means a sponsoring institution. Refer to Attachment #10.
- Sponsoring Institution means a not-for-profit entity that has the overall responsibility for a program of graduate medical education as set forth in Public Health Law Article 28, Section 2807-m(1)(q). This shall include teaching general hospitals, medical schools, consortia, and D&TCs.
- Freestanding Ambulatory Care Site (or “ambulatory care site” or “site”) means a site located in New York State that:
 1. is D&TC licensed under Article 28 of NYS Public Health Law; a “facility” as set forth in NYS Mental Hygiene Law Title A, Article 1; **or** an individual, independent solo or group physician practice; **and**
 2. meets the following definition as set forth in 10 NYCRR 86-4.1(b): “A medical facility with one or more organized health services not part of an inpatient hospital facility or vocational rehabilitation center, which is primarily engaged in providing services to out-of-hospital or ambulatory patients by or under the supervision of a physician or dentist, for the prevention, diagnosis or treatment of human disease, pain, injury, deformity or physical condition”; **and**
 3. is responsible for providing the clinical training of residents (and medical students) at its site(s).

- New York City (NYC) region means the boroughs of Manhattan, Queens, Kings, Bronx, and Staten Island.
- Rest-of-State region means any area outside the five (5) boroughs of NYC.
- Residency Program means a post-graduate medical education residency in the United States which is currently accredited or pending accreditation from the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA) .
- Underserved Area means an underserved area defined as either a: (1) Primary Care or Mental Health Professional Shortage Area (HPSA); (2) Medically Underserved Areas (MUA); (3) Medically Underserved Populations (MUP); or (4) NYS Regents Physician Shortage Area (RPSA). Information regarding HPSAs, MUAs or MUPs can be obtained from the HRSA Shortage Designation Branch by calling 1-888-275-4772 (press option 1, then option 2) or by contacting their website, <http://datawarehouse.hrsa.gov/GeoAdvisor/shortagedesignationadvisor.aspx>. Information regarding the RPSA can be obtained at: <http://ohe32.nysed.gov/kiap/pdf/2009ShortageBulletin.pdf>.

III. Who May Apply

Applications will only be accepted from sponsoring institutions. Only those sponsoring institutions included in Attachment #10 “Sponsoring Institution List” are eligible to submit an application.

IV. General Requirements

- A. Minimum Eligibility Requirements. Applicants that do not meet the following minimum eligibility requirements will be removed from further consideration:
- the applicant must be a sponsoring institution (refer to Attachment #10); **and**
 - the applicant must submit a three (3) year proposal.
- B. Preferred Eligibility Requirements. Applicants that meet one or both of the following preferred eligibility requirements will earn additional points in scoring:
- the applicant requests funding to support the training of residents in a freestanding ambulatory care site that is located in an underserved area within New York State; **and/or**
 - the applicant requests funding to **also** support the training of medical students from medical schools located in New York State (including schools providing the first two (2) years of medical education) in a freestanding ambulatory care site.

V. Administrative Requirements

A. Issuing Agency

This RFA is issued by the Department. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

An applicant conference will **not** be scheduled for this RFA.

All substantive questions about this RFA should be submitted in writing to the official Department contact listed on the cover page of this RFA by the date and time listed.

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

Questions of a technical nature can be addressed by writing to gme@health.state.ny.us. 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'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's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

Submission of a letter of interest is **not** a requirement for submitting an application.

C. How to File an Application

Application must be **received** by 3:00 pm Eastern Time on the date specified on the cover page of the RFA at Corning Tower, Room 1190, Albany, New York 12237. **Late applications or applications misdirected to other addresses will not be accepted.**

Applicants should submit two (2) original, unbound, signed applications and four (4) copies. The original should be clearly identified and bear the original signature of the chief executive officer (or his/her designee) of the organization submitting the application on the Application Cover Sheet (Attachment #1). The original should be one-sided; the copies may be submitted double-sided.

Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications WILL NOT be accepted via fax or e-mail.**

It is the applicant's responsibility to see that applications are delivered to Room 1190 prior to the date and time specified above. Late applications due to delay by the carrier or not received in the department's mailroom in time for transmission to Room 1190 may not be considered.

D. The Department's Reserved Rights

THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at anytime, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.

14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 180 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purposes of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

E. Term of Contract

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

The contract awarded under this RFA will be for a thirty-six (36) month term, with an anticipated start date on or after January 1, 2012.

F. Payment Methods & Reporting Requirements

1. The Department may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed twenty-five (25) percent of the first twelve (12) month contract amount.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office listed on the cover page of this RFA.

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with

ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

3. The grant contractor shall submit the following periodic reports:
 - i. Quarterly Report of Activities
 - ii. Budget Statement and Report of Expenditures (BSROE)
 - iii. Annual Resident (and medical student) Counts

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 or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact 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 #8).

H. General Specifications

1. By signing the Application Cover Sheet (Attachment #1) each applicant attests to its express authority to sign on behalf of the applicant.
2. The contractor will possess, at no cost to the State, all qualifications, licenses, and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be

employed in 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 V.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
 - i. 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.
 - ii. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.
 - iii. If, in the judgment of the Department, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

I. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this RFA.

APPENDIX A Standard Clauses for All New York State Contracts

APPENDIX A-1 Agency Specific Clauses

APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Program Workplan
APPENDIX G	Notices
APPENDIX X	Modification Agreement Form
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. 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.

VI. Completing the Application

A. Application Format

All applicants should follow the format presented below. Respond to each of the following statements and questions. Your responses to the statements/questions below and all required attachments comprise your application. Number/letter your narrative to correspond to each statement and question in the order presented below. Be specific and complete in your response. Indicate if the statement or question is not relevant to your agency or application. Number the pages in consecutive order.

The values assigned to sections are an indication of the relative weight given to each section. Strictly adhere to page limitations. Program Narrative should not exceed twenty (20) double-spaced pages (**not including budget documents, letters of accreditation and other attachments**), using a twelve (12) pitch type font and should have one inch margins all around. The format of the application should follow the Project Narrative described below.

Reviewers will cease reading each section of the application at the end of the maximum number of pages per section as outlined below.

B. Program Narrative

- | | |
|--|------------------------------------|
| 1. Applicant Organization and Capacity
Maximum Score: | 2 Page Maximum
10 Points |
|--|------------------------------------|
- i. Describe your institution and its mission and services.
 - ii. Describe your institution's ability to execute affiliation or other agreements to train residents (and medical students) with freestanding ambulatory care sites. Include details on prior affiliations or other agreements with such sites.
 - iii. Describe your institution's capacity to manage the grant. Indicate the feasibility, ability to implement proposed activities, and the community and educational impact of the proposed project. The applicant must document that the program's objectives will be achieved using existing and projected resources and that the activities will be accomplished within the specified time frames.
 - iv. Using Attachment #1, identify each resident training program that will send residents to train at a freestanding ambulatory care site included in this application and indicate whether the resident training program has current ACGME/AOA accreditation, does not have current ACGME/AOA accreditation or ACGME/AOA accreditation is pending. Formal letters of current ACGME/AOA accreditation for each resident training program listed in Attachment #1 **must** be submitted to the Department with this

application or prior to the start of any training at a freestanding ambulatory care site included in this application. Note: Letters of ACGME/AOA accreditation are not included in the two (2) page maximum for this section and failure to submit formal letters of ACGME/AOA accreditation to the Department within the specified timeframe may lead to contract termination.

2. Program Design and Activities

a. Project Information

5 Page Maximum

Maximum Score:

20 Points

- i. Describe the overall structure of your proposed program and how it corresponds with the intent of the Ambulatory Care Training Program.
- ii. Describe your institution's ability and prior experience providing clinical training to residents (and medical students) in freestanding ambulatory care sites. Include details on how physicians and clinicians will be trained to teach residents (and medical students) at the sites.
- iii. Describe how your institution will ensure that each resident (and medical student) that it sends to train at a freestanding ambulatory care site included in this application will have medical malpractice insurance coverage for the duration of the training period.
- iv. Describe the role of the Project Director in the overall management of the program. This includes oversight of all clinical education and training, identification of preceptors and oversight of faculty.
- v. Describe the role of the Project Coordinator/Administrator in the day-to-day management of the program. This includes: scheduling residents (and medical students); coordinating educational activities; ensuring appropriate workspace, including telephone and computer access with internet capabilities; accessing patient records; and ensuring that adequate support and clerical services are available.
- vi. Describe how many residents (and medical students) in full-time equivalents (FTE) will be trained at all freestanding ambulatory care sites included in the application. Points will be awarded as follows:
 - Less than .5 FTE = 1 Point
 - More than .5 FTE but less than 1 FTE = 2 Points
 - More than 1 FTE = 3 Points

b. Site Information
Maximum Score:

10 Page Maximum
35 Points
10 Preference Points
(Preference points are included in the maximum score.)

For **EACH** freestanding ambulatory care site included in the application:

- i. Describe the freestanding ambulatory care site. Include the criteria used to determine why such site is appropriate for training and the types of educational experiences the residents (and medical students) will receive at the site.
- ii. Describe whether site is in an underserved area defined as: (1) Primary Care or Mental Health Professional Shortage Area (HPSA); (2) Medically Underserved Areas (MUA); (3) Medically Underserved Populations (MUP); or (4) NYS Regents Physician Shortage Area (RPSA). **Sites located in underserved areas will receive five (5) preference points.**
- iii. Describe how the site will:
 - demonstrate a commitment to education and prior success in promoting high quality continuity of care that is effective, efficient, safe, timely, patient centered and equitable;
 - refrain from discriminating in the provision of services to an individual because the individual is unable to pay the full fee for the service or because payment for those services would be made under Medicare, Medicaid, the State Children’s Health Insurance Program or Family Health Plus;
 - refrain from discriminating in the provision of services based upon the individual’s race, color, sex, national origin, disability or religion;
 - ensure there is no less than one (1) attending physician providing direct supervision for every four (4) residents (and medical students) working in the clinic;
 - ensure residents provide comprehensive coordinated care and function as a part of a health care team. The conditions under which ambulatory patients are managed are similar to those of office practice; residents (and medical students) are able to obtain appropriate consultations, when necessary, from other specialties in a timely fashion;

- establish a system to facilitate and prioritize the scheduling of regular appointments at the site; and
 - arrange for hospital coverage and consultations/referrals, including a mechanism to share all relevant patient information for continuity and follow-up care.
- iv. Using Attachment #3, describe the positions and duties of program staff at the site and their qualifications.
- Name, title, license number and any restrictions, board certification and specialty of each physician and clinician training residents (and medical students) at the site. (Refer to Attachment #3.)
 - An attestation that each physician training residents (and medical students) at the site has registered with the NYS Physician Profile. (Refer to Attachment #3.)
 - The number of residents (and medical students) that each supervising physician or clinician trains and the number of hours and percent of effort that each supervising physician or clinician dedicates to such training. (Refer to Attachment #3.)
- v. Describe the methods for how residents (and medical students) are selected to train at the site. **NOTE: Applicants that train medical students from medical schools located in New York State (including schools providing the first two (2) years of medical education) in a freestanding ambulatory care site will receive five (5) preference points.**
- vi. Using Attachment #4, submit a mock schedule of residents (and medical students) for each year of the proposal that includes information about both clinical and didactic obligations. (Note: Applicant should submit three (3) Attachment #4 forms per freestanding ambulatory care site.) Information to be submitted per Attachment #4 includes:
- the specialty and post-graduate year (PGY) level of all residents or year of all medical students who will receive training at the site;
 - the number of residents (and medical students), day and hours that the site will provide training (Note: Applicants should designate the FTE count as well as the actual number of positions.); **and**
 - the duration of the training period, determined in weekly increments, in which the residents (and medical students) will train at the site.

vii. Describe any existing linkages or collaborative arrangements with the freestanding ambulatory care site. (Note: Existing affiliation or other agreements should NOT be submitted with the application.) State how the site will supplement its previous training practices by doing any of the following:

- increasing the number of residents (and medical students) training at the site;
- increasing the number of hours in which residents (and medical students) will receive training at the site;
- extending the duration of training received by the residents (and medical students) at the site; **and/or**
- expanding the scope of the training received by residents (and medical students) at the site to include additional specialties.

Note: Funding for the Ambulatory Care Training Program cannot be used to supplant existing resources. Failure to describe how existing sites meet **one** of the conditions described above may result in disqualification of the site.

3. Program Implementation
Maximum Score:

2 Page Maximum
15 Points

- i. In one (1) page, describe the method(s) of evaluating, implementing and assessing the progress and success of the program. The method(s) must include measurable outcomes, data or benchmarks for each program activity used to assess the effectiveness of each project. Explain how the sponsoring institution will, for all sites:
- monitor and document the progress of residents (and medical students) toward completing the clinical academic core curriculum;
 - evaluate the clinical rotations of residents (and medical students);
 - assess the progress made in achieving clinical competency; **and**
 - periodically provide updated data, as may be required by the Department, on the actual number of residents (and medical students) trained in the ambulatory care site(s) by year, duration and the amount of time spent at the site(s).
- ii. In one (1) page, provide a workplan timeline which outlines the measurable outcomes/deliverables of the project (as described above) and

the timeframe in which each is expected to be implemented and completed.

4. Budget

Maximum Score:

20 Points

Applicants should submit one (1) Operating Budget and Funding Request Form 1(Attachment #5), three (3) Operating Budget and Funding Request Form 2 (Attachment #6) and one (1) Operating Budget and Funding Request Form 3 (Attachment #7) for **each** freestanding ambulatory care site included in the application.

Unused funds cannot roll over from one year to the next. Budget proposals should support the work plan (program implementation) in section VI.B.3 above. Award amounts will be based on the reasonableness of costs associated with implementing resident training at freestanding ambulatory care sites. Any budget that exceeds the one-third start-up expense and/or ten (10) percent administrative expense limits will be reduced until such requirements are fulfilled. The total award amount for the successful applicants will be distributed over a thirty-six (36) month contract period. Start-up expenses must be expended in the first six (6) months of the thirty-six (36) month contract only.

Justification for each cost should be submitted in the “Description of Services” column of Attachment #6 or the “Justification/Derivation of Costs” column of Attachment #7. Cost effectiveness should be demonstrated for each requested budget item. In the sole determination of the Department, unallowable costs or costs not adequately justified will be removed from consideration when award amounts are being determined.

Award amounts will range from \$50,000 to \$250,000 annually, per application, for up to thirty-six (36) months. The following should be considered in determining the amount requested: the number (and FTE positions) of residents (and medical students) to be trained at the site; the number and cost of preceptors to supervise and teach residents (and medical students) at the site; and prior experience training residents (and medical students) at the freestanding ambulatory care site.

Complete the personal service (PS) and non-personal service (NPS) budget forms as described above for the categories of expense detailed below. For each PS or NPS expense, the budget forms should reflect the major expense category in the description/justification.

For each budget item, list the category of service, i.e., Start-up, Training or Administrative. If a budget item covers two categories of service, it should be either listed twice or fully delineated in the justification section. I.e., it should be

easily discernable to the reviewers what portion of the budget is attributable to Start-up, Training and Administrative expenses as defined below.

START UP EXPENSES:

Expenditure of award funds for start-up costs to establish training experiences at the freestanding ambulatory care site within the first six (6) months after the contract start date is permitted. No more than one-third of the total funding requested for each site can be used for start-up costs. Such expenses may include:

- curriculum development;
- faculty development; **and/or**
- selection of residents (and medical students) for participation in the program.

TRAINING EXPENSES:

Expenditure of award funds for the reimbursement of costs incurred for training at the freestanding ambulatory care site is permitted. Such expenses may include:

- the cost of direct precepting activities to supervise and teach residents (and medical students) during clinical session at the ambulatory care site (e.g., faculty stipends and incidental costs); **and/or**
- no more than ten (10) percent of direct costs, as listed on the Operational Budget and Funding Request Form 2 (Attachment #6), can be used as administrative costs.

Expenditure of grant funds to reimburse training costs for residents (and medical students) is permitted. Such expenses may include:

- reasonable housing expenses to support block rotations while away from the sponsoring institution;
- resident allowances (set sum to be utilized by residents for incidental costs associated with training at the freestanding ambulatory care site);
- reasonable transportation expenses incurred while traveling between the residents' housing and the freestanding ambulatory care site(s) (public transportation must be used wherever possible); **and/or**
- resident supplies (supplies purchased by the ambulatory care site for use by the residents while working at the site, i.e., supplies that

would not be assigned to a particular resident).

ADMINISTRATIVE EXPENSES:

Expenditure of grant funds in an amount no more than ten (10) percent of the total expenses per year is permitted for administrative costs related to direct program implementation. Such expenses may include:

- reasonable expenses related to general program implementation as outlined in Section VI.B.3 of the RFA; **and/or**
- salaries of applicant's Project Director and Project Coordinator as described in Section VI.B.2.

UNALLOWABLE EXPENSES

Award funds may be used to pay for the expenses listed above so long as these expenses are **NOT** provided for by other payors/entities (i.e., **funding for the Ambulatory Care Training Program may not be used to supplant existing resources**).

Expenditure of award funds for the purchase of major pieces of equipment or remodeling or modification of structure is **not** allowed. Limited computer/printing equipment and/or office furniture may be considered if justified.

Indirect or overhead expenses are **not** allowed.

C. Review Process

Department staff will conduct reviews of applications from eligible institutions. All applications will be reviewed using an objective rating system reflective of the required items specified for each section.

Applicants not meeting the minimum requirements outlined in Section IV.A of the RFA will be removed from consideration. Applicants will be selected based upon evaluation of materials submitted. The maximum point value of each section appears at the beginning of that section in the RFA. Applicants failing to follow the prescribed format will have five (5) points in total deducted from the score for each site.

A passing score for each site is fifty (50). Each site will be scored independently and awards may be made to one or more sites per application. Each site will be ranked based on highest to lowest score within its region, and awards will be given at the amount requested (less any unallowable costs) until the funding is exhausted. Two-thirds of the funding is reserved for awards to New York City applicants and one-third is reserved for awards to applicants from the Rest-of-State.

Each applicant may submit up to two (2) applications, one (1) for the New York City

region and one (1) for the Rest-of-State. The region shall be determined by the address(es) of the freestanding ambulatory care site(s) with whom the applicant executes an affiliation or other agreements. Each regional application may include more than one proposed site.

If changes to funding amounts become necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

Following the awarding of grants from this RFA, applicants may request a debriefing from the Department. This debriefing will be limited to the positive and negative aspects of the subject application only and must occur within ten (10) days from the date of the award announcement.

Unsuccessful applicants have ten (10) days from the date of the award announcement to protest the awards. Unsuccessful applicants that wish to protest the awards should follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us.

VII. Attachments

The following should be submitted with your application and are not counted toward the application's overall page limitation:

- Attachment 1: Application Cover Sheet (One Per Application)
- Attachment 2: Ambulatory Care Site Information Sheet (One Per Site)
- Attachment 3: Physician/Clinician Verification and Program Staffing Form (One Per Site)
- Attachment 4: Mock Schedule of Residents and Medical Students at the Ambulatory Care Site (Three Per Site)
- Attachment 5: Operating Budget and Funding Request Form 1 (One Per Site)
- Attachment 6: Operating Budget and Funding Request Form 2 (Three Per Site)
- Attachment 7: Operating Budget and Funding Request Form 3 (One Per Site)
- Attachment 8: Vendor Responsibility Attestation (One Per Application)
- Attachment 9: Application Check List (One Per Application)
- Attachment 10: Sponsoring Institution List (Do NOT submit with application)
- Attachment 11: (Sample) Grant Contract (Multi-Year) (Do NOT submit with application)

Attachment #1
APPLICATION COVER SHEET – PAGE I

Applicant Name: _____

RFA #100105104

Applicant Address: _____

Application Region (Choose only one): New York City or Rest-of-State

Institution Number: _____ **FEIN #:** _____

Charities Registration #: ____ - ____ - ____ **or Exempt Reason:** _____

Number of freestanding ambulatory care sites submitted within this grant application: _____
(This should correspond with the number of Attachment #2 documents submitted.)

Total amount of funding requested within this grant application for entire term (up to 36 months): \$ _____
(i.e., funding for all sites in total.)

Total number of resident training programs that will send residents to train at a freestanding ambulatory care site included in this application: _____

Name of Resident Training Program:

ACGME/AOA Accreditation:

- | | |
|----------|---|
| 1) _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |
| 2) _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |
| 3) _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |
| 4) _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |
| 5) _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |
| 6) _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |

*Attach additional sheets as necessary.

If you answered “no” or “pending” for any of the resident training programs listed above, does the applicant attest that each such resident training program will have ACGME/AOA accreditation before any resident from that program begins to train at a freestanding ambulatory care site included in this application? (Failure to acquire ACGME/AOA accreditation within the prescribed timeframe may result in contract termination.) Yes No

The applicant attests that formal letters of ACGME/AOA accreditation for each of the above listed resident training programs will be:

- Included in this application.**
- Supplied to the Department prior to the start of training.**

Failure to submit formal letters of ACGME/AOA accreditation for each resident training program listed above may result in contract termination.

Attachment #1
APPLICATION COVER SHEET – PAGE 2

Applicant Name: _____

RFA #100105104

Does this application include freestanding ambulatory care sites with which the applicant has existing affiliation or other agreements?

Yes No

If the answer to the above question is “yes”, does the applicant attest that the freestanding ambulatory care site(s) have agreed to increase their training obligations to the applicant under the existing affiliation or other agreements? (Existing affiliation or other agreements should NOT be submitted with the application.) Yes No

The applicant attests that each resident (and medical student) that it sends to train at a freestanding ambulatory care site included in this application will have medical malpractice insurance coverage for the duration of the training period. Yes No

Applicant Contact Person: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Applicant Authorized Signature: _____

Print Name: _____

Title: _____

Attachment #2
AMBULATORY CARE SITE INFORMATION SHEET

Applicant Name: _____

RFA #1001051045

Site Name: _____

Site Address: _____

Site's NYS Operating Certificate # or Physician License #: _____

Site is a Medicaid Participant: Yes No

MMIS #: _____

Site is located in an underserved area of NYS: Yes No

Site currently trains residents: Yes No

Site will also train medical students: Yes No

Does this site have an existing affiliation or other agreement with the applicant? Yes No

(Existing affiliation or other agreements should NOT be submitted with the application.)

If the answer to the above question is "yes", has the freestanding ambulatory care site agreed to increase its training obligations to the applicant under the existing affiliation or other agreements? Yes No

It is hereby certified that: (a) an executed affiliation or other agreement has been entered into between the sponsoring institution (applicant) and the freestanding ambulatory care site listed above, for the purposes of training residents (and medical students) under this grant program; or (b) an affiliation or other agreement between the sponsoring institution (applicant) and the freestanding ambulatory care site listed above will be executed within thirty (30) calendar days of the approval of a contract by the Office of the State Comptroller resulting from this RFA. Failure to execute an affiliation or other agreement(s) within the prescribed timeframe may result in contract termination.

Applicant Authorized Signature: _____

Print Name: _____

Title: _____

Ambulatory Care Site Authorized Signature: _____

Print Name: _____

Title: _____

**Attachment #3
PHYSICIAN/CLINICIAN VERIFICATION AND PROGRAM STAFFING FORM**

Complete one (1) form for EACH freestanding ambulatory care site.

Applicant Name: _____

RFA #1001051045

Site Name: _____

Total number of physicians/clinicians training residents (and medical students) at the freestanding ambulatory care site: _____

** ONLY list physicians/clinicians who will be training residents (and medical students) at the site.**

Name	Title	Specialty	Board Certification (Physician Only)	NYS License #	NYS License Restricted in ANY WAY by the NYS Education Dept	Registered with the NYS Physician Profile	# of Residents/Students Supervised	# of Hours Spent Training Per Week	% Effort Dedicated to Training at Site Per Week	Grant Funded and Percentage Grant Funded
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %
			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No %

We have performed due diligence in verifying that the above listed physicians and clinicians hold a valid NYS License that are not subject to restriction by the NYS Department of Education. We have also verified that the above listed physicians are registered with the NYS Physician Profile. In submitting this form, we hereby attest to the veracity of the above statements.

Applicant Authorized Signature: _____ Print Name: _____ Title: _____

Ambulatory Care Site Authorized Signature: _____ Print Name: _____ Title: _____

Attachment #4

MOCK SCHEDULE OF RESIDENTS AND MEDICAL STUDENTS AT THE AMBULATORY CARE SITE

Complete three (3) forms for EACH freestanding ambulatory care site.

RFA #1001051045

Applicant Name: _____

Site Name: _____

Submit one (1) form per site for EACH year (i.e., three (3) pages per site).

Circle: Year 1 2 3

Description	Specialty	Number Trained at the Site	Day and Hours in the week	Hours of Training Per Week	Duration of Training (in weeks)	*FTE Count	Remarks
(Example - PGY 3)		10	Daily 9 – 5	40	16	1	Every resident spends one ½ day session of four hours per week at the site.
Residents							
PGY 1							
PGY 2							
PGY 3							
PGY 4							
Other PGY year: <u> </u>							
Sub total							
Medical Students							
Year 1							
Year 2							
Year 3							
Year 4							
Sub total							
Total							

40 hours of training per week will count as one FTE.

Attachment #5
OPERATING BUDGET AND FUNDING REQUEST FORM 1
 Complete one (1) form for EACH freestanding ambulatory care site.

RFA #1001051045

Applicant Name: _____

Site Name: _____

Cost Category	Year 1	Year 2	Year 3	Grand Total All Years
Total Personal Services				
Total Non-Personal Services				
Grand Total				

Attachment #6
OPERATING BUDGET AND FUNDING REQUEST FORM 2
 Complete three (3) forms for EACH freestanding ambulatory care site.

RFA #1001051045

Applicant Name: _____

Site Name: _____

Submit one (1) form per site for EACH year (i.e., three (3) pages per site).

Circle: Year 1 2 3

PERSONAL SERVICES	(2)	(3)	(4)	(5)	(6)	(7)
List the title (and name, if known) of ALL personnel for whom funding is being requested: 1) 2) 3) 4) 5) 6) Add additional lines as needed	Full-Time Annualized Salary	# of Months Funded	%FTE Annual on program (show in decimal form)	Total Expenses Requested from NYS	Budget Category (Start-up, Training or Administrative)	Description of Services (Note: If services are start-up, the maximum number of months allowed are six (6) in year 1 ONLY)
Sub-Total Salaries						
Fringe Benefit Rate _____ %						
Total Personal Services						

Attachment #7
OPERATING BUDGET AND FUNDING REQUEST FORM 3
 Complete one (1) form for EACH freestanding ambulatory care site.

RFA #1001051045

Applicant Name: _____

Site Name: _____

NON-PERSONAL SERVICES	(2)	(3)		(4)	(5)
List ALL expenses related to this initiative for which funding is being requested: Resident Housing Resident Transportation Resident Allowance Resident Supplies Administrative Costs *Equipment Purchased Services: Subcontractors Consultants Other (itemize):	Months 1-12	Months 13-24	Months 25-36	Budget Category (Start-up, Training, or Administrative)	Justification / Derivation of Costs (Add one (1) additional page if necessary)
Total Non-Personal Services					

*Limited computer/printing equipment and/or office furniture may be considered if sufficiently justified.

Attachment #8
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.

RFA #1001051045

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date: _____

Attachment #9
APPLICATION CHECK LIST

RFA #1001051045

Applicant Name: _____

Submit two (2) original and four (4) copies of your application. Your submission should include this checklist and the items listed below:

- Application Cover Sheet (Attachment #1). Submit one (1) form per application.
- Program Narrative (not to exceed twenty (20) pages).
- Ambulatory Care Site Information Sheet (Attachment #2). Submit one (1) form per site.
- Physician/Clinician Verification and Program Staffing Form (Attachment #3). Submit one (1) form per site.
- Mock Schedule of Residents and Medical Students at the Ambulatory Care Site (Attachment #4). Submit three (3) forms per site.
- Operating Budget and Spending Request Form 1 (Attachments #5). Submit one (1) form per site.
- Operating Budget and Spending Request Form 2 (Attachments #6). Submit three (3) forms per site.
- Operating Budget and Spending Request Form 1 (Attachments #7). Submit one (1) form per site.
- Vendor Responsibility Attestation (Attachment #8). Submit one (1) form per application.
- Formal letters of current ACGME/AOA accreditation for each resident training program listed in Attachment #1.

DO NOT SUBMIT THE SAMPLE GRANT CONTRACT (ATTACHMENT #11). THESE FORMS WILL BE USED DURING THE CONTRACTING PROCESS.

Attachment #10
SPONSORING INSTITUTION LIST

Institution Name	City
Albany Medical Center	Albany
Albert Einstein College of Medicine of Yeshiva University	Bronx
Bassett Healthcare	Cooperstown
Beth Israel Medical Center	New York
Bronx-Lebanon Hospital Center	Bronx
Brookdale University Hospital and Medical Center	Brooklyn
Brooklyn Hospital Center	Brooklyn
Coney Island Hospital	Brooklyn
Creedmore Psychiatric Center	Queens Village
Ellis Hospital	Schenectady
Flushing Hospital Medical Center	Flushing
Harlem Hospital Center	New York
Hospital for Special Surgery	New York
Interfaith Medical Center	Brooklyn
Jamaica Hospital Medical Center	Jamaica
Kaleida Health System (Women and Children's Hospital of Buffalo)	Buffalo
Kingsbrook Jewish Medical Center	Brooklyn
Laser and Skin Surgery Center of New York	New York
Lenox Hill Hospital	New York
Lincoln Medical and Mental Health Center	Bronx
Long Island College Hospital	Brooklyn
Lutheran Medical Center	Brooklyn
Maimonides Medical Center	Brooklyn
Memorial Sloan-Kettering Cancer Center	New York
Mid-Hudson Family Health Institute /The Institute for Family Health	New York
Mount Sinai School of Medicine	New York
Mount Vernon Hospital	Mount Vernon
Nassau University Medical Center	East Meadow
New York College of Osteopathic Medicine Education Consortium	Long Island
New York Downtown Hospital	New York
New York Eye and Ear Infirmary	New York
New York Hospital Medical Center of Queens	Flushing
New York Medical College	Valhalla
New York Methodist Hospital	Brooklyn
New York Presbyterian Hospital	New York
New York State Department of Health	Albany
New York University School of Medicine	New York
North Shore-Long Island Jewish Health System	Great Neck
Rochester General Hospital	Rochester
South Nassau Communities Hospital	Oceanside
St. Barnabas Hospital	Bronx
St. Elizabeth Hospital	Utica
St. John's Episcopal Hospital-South Shore	Far Rockaway
St. Joseph's Hospital Health Center	Syracuse
St. Luke's- Roosevelt Hospital Center	New York
Staten Island University Hospital	Staten Island
Strong Memorial Hospital of the University of Rochester	Rochester
SUNY Health Science Center at Brooklyn	Brooklyn
SUNY Upstate Medical University	Syracuse

United Health Services Hospital	Johnson City
Unity St. Mary's Campus (Unity Health System)	Rochester
University at Buffalo School of Medicine	Buffalo
University Hospital – SUNY at Stony Brook	Stony Brook
Winthrop-University Hospital	Mineola
Woodhull Medical and Mental Health Center	Brooklyn
Wyckoff Heights Medical Center	Brooklyn

Please Note: The Department may, at its discretion, add institutions to this list at any point during the procurement process.

Attachment #11
SAMPLE GRANT CONTRACT (MULTI YEAR)

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

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

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX G	Notices
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
		OTHER APPENDICES
_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act
		Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

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

CONTRACTOR

By: _____

(Print Name)

Title: _____

Date: _____

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)
) SS:
County of _____)

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

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. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as “Funding Amount for Initial Period” on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic

predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is

otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the

State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical

Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION

ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1
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 and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier

covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
 7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
 8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
 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 II, 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 FORMS

TO BE ADDED FROM APPLICATION

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

I. 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 25 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:

- ❶ 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
- ❶ 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:

- ❶ the end of the first quarterly period of this AGREEMENT; or
- ❶ 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. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- 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 forty-five (45) 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 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 Corning Tower, Room 1190, Albany, NY 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than forty-five (45) 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, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, 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:

Financial Records - The CONTRACTOR will maintain financial records, as required by the STATE, in such manner as to allow the identification of expenditure and revenue data associated with the services provided as part of this AGREEMENT.

Quarterly Report - The CONTRACTOR will submit a narrative for this initiative, on a quarterly basis, not later than **45** days from the end of the quarter. A report describing the quantitative aspects of the Workplan may be required on forms designated by the STATE.

Resident Counts – The CONTRACTOR will submit an annual report that identifies the number of residents (and medical students) trained at each site, the specialty in which training was provided, the hours of training that was provided (per week), the duration of the training (number of weeks) and an FTE count.

Final Report - The CONTRACTOR will submit a final report no later than **45** days after the end date of this AGREEMENT, 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
WORK PLAN AND STAFFING FORMS

TO BE ADDED FROM APPLICATION

APPENDIX G
NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

[Insert Contractor Name]

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

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 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 modification (complete only items being modified):

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

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____ Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____