

Doctors Across New York

New York State Department of Health (NYSDOH)

RFA Number: 1104181147
Request for Application (RFA)

Physician Loan Repayment Program – Cycle II

Release Date: June 14, 2011

Applications Due: July 27, 2011 by 4 PM, then continuously thereafter until March 30, 2012

Applicant Bidders Conference: None.

Questions Due: June 27, 2011 by 4 PM

Questions and Answers Available Date: On or about July 8, 2011

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APPLICATION MATERIALS BEGIN ON PAGE 24

Quick definitions for key terms in this RFA

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

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

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

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

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

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

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

Obligated Service/Service Obligation – Five consecutive years providing medical services in or to an underserved area.

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

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

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

Residency Program Loan Repayment Tracks - Residency tracks created in 2011 that target service in underserved areas for residents who will complete their training in 2012 and who commit to serving in underserved areas. Residency tracks may include subspecialty or fellowship positions.

Service Area – A single, contiguous geographical area consisting of a county or set of counties, town(s) or neighborhood(s) whose population has similar socio-economic characteristics which result in its being isolated from nearby resources (e.g., poverty rates, racial/ethnic composition, etc.); or an area that has physical access barriers which result in the population being isolated from nearby resources (e.g., mountains, large parks, bodies of water, highways, railway yards, industrial areas, etc.), or established neighborhoods and communities within metropolitan areas which display a strong self-identity (as indicated by a homogenous socio-economic or demographic structure and/or a tradition of interaction or interdependency), have limited interaction with contiguous areas, and generally have a minimum population of 20,000.

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Request for Application for Physician Loan Repayment Program

I. Introduction

Program Overview

The 2011-2012 New York State budget provides approximately \$3.4 million in new and re-appropriated funding for the loan repayment program under the Doctors Across New York (DANY) initiative. DANY is an integral component of a multifaceted approach that the New York State Department of Health (NYSDOH) began in 2008 to address health disparities in New York State. This package contains the Request for Application for the Physician Loan Repayment Program.

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

The DANY Loan Repayment Program Cycle II will provide up to 41 physicians with up to \$150,000 in repayment over a five-year period for qualified educational loans in exchange for a minimum 5-year commitment to practice in underserved areas. It is anticipated that funding will be allocated regionally with one-third of available funds awarded to New York City and two-thirds of available funds awarded to the rest of the state. Approximately fifty percent of available funds will be distributed to general hospitals. It is expected that additional appropriations will be made in subsequent years to continue this program. See Section III, page 11, for detailed funding distribution information.

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

Problem To Be Addressed

Approximately 25% of New York State's population (4.53 million) lives in 93 federally-designated primary care Health Professional Shortage Areas (HPSAs). In addition, many areas of the state have shortages of critical specialists. Eight counties have no OB/GYNs practicing obstetrics; the Southern Tier had an 18% reduction in OB/GYNs between 2001 and 2007; also during that period, the Mohawk Valley had an 18% decline in surgeons, and Western New York had a 16% decline in surgeons.

Between 2006 and 2030, growth in the demand for physicians in New York will likely outpace growth in the supply of physicians. Using forecasting models adapted to include data specific to New York, the New York State Center for Health Workforce Studies (CHWS) concluded in 2010 that between 2006 and 2030, growth in the demand for physicians in New York would likely outpace growth in the supply of physicians. The forecasts suggested that New York was likely to face a physician shortage in 2030, and, in the case of areas and populations already experiencing shortages, the intensification of current shortages. The magnitude of forecast difference between supply and demand growth was between 2,500 and 17,000 physicians, or between 3 and 15 percent of the number of physicians required to meet the anticipated demand for physician services in 2030.²

Moreover, the number of physicians in New York was forecast to grow as long as the state continues to retain the physicians who train in the state at the rate it currently does. If the retention of physicians trained in the state were to decline below current levels, the overall number of physicians in the state could begin to decline within a decade or sooner.³

In addition, the median debt at graduation for those U.S. citizen physicians who graduated U.S. allopathic medical schools in 2009 and who had financed their medical educations through loans was \$111,300.⁴ Although public, state-subsidized medical schools once provided an affordable medical education, debt is now increasing among public medical school graduates at a faster rate than among their private school counterparts. Medical school tuition is the primary driver of debt load, but the growing costs of housing, transportation, and undergraduate education also play a role.

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

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

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

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

A. Residency Program Loan Repayment Tracks – Teaching hospitals are eligible to submit **one application per OPCERT⁵** in this application cycle on behalf of identified medical residents who agree to complete training in a primary care or specialty track that provides training experiences in underserved areas and subsequently agree to serve these areas. Identified physicians will provide five years' obligated service in exchange for a loan repayment contract and funding by NYSDOH for service beginning no later than December 31, 2012.

B. Physician Loan Repayment - General hospitals, other health care facilities licensed by NYSDOH or operated or licensed by municipal or county governments, physician practice organizations and private physicians are eligible to submit **two applications per OPCERT⁵** in this application cycle (with no more than one application per quarter per OPCERT⁵) for awards that reduce the educational debt of physicians willing to serve in underserved areas for a minimum of 5 years. Identified physicians will provide five years' obligated service in exchange for a loan repayment contract and funding by NYSDOH for service beginning no later than December 31, 2012.

Minimum Eligibility Requirements:

A. Residency Program Loan Repayment Tracks

To apply for an award, applicants must meet **both** of the following **minimum** eligibility requirements:

- Applicant is a teaching hospital licensed to operate in New York State by NYSDOH; and
- The post-graduate medical education residency program identified in Attachment 1, item m. has received accreditation from a nationally recognized accreditation body or has been approved by a nationally recognized organization for medical or osteopathic programs including, but not limited to, specialty boards.

B. Physician Loan Repayment

To apply for an award, applicants must meet **one of** the following **minimum** eligibility requirements:

- General hospital or other health care facility licensed by NYSDOH or operated or licensed by municipal or county government; or
- Solo or group physician practice organization located in New York State; or
- An individual physician who is **all** of the following:
 - a U.S. citizen or permanent resident; and
 - licensed to practice in New York State; and
 - not fulfilling an obligation under any state or federal loan repayment program where the obligation periods of the state or federal loan repayment program would overlap or coincide with the DANY obligation period, including the DANY Practice Support Program; and
 - not currently working in, or serving, an underserved area, where the current service to the underserved began prior to July 1, 2010; and
 - in good standing with the NYSDOH Office of Professional Medical Conduct.⁶

III. Program Narrative

Overall Expectations

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

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

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

Contractors (physicians) will verify to NYSDOH, as illustrated in Attachment 7, on a semi-annual basis, the employment status of obligated physicians, aggregate data on the demographics and socio-economic status of patients seen by the obligated physician, and will document, on an annual basis, the repayment of educational debt in amounts equal to or greater than the payments made under this program.

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

A. Residency Program Loan Repayment Tracks

A teaching hospital receiving an award is expected to:

- Identify a physician specialty in short supply and a resident in that specialty to receive an award;
- Establish a Residency Program Loan Repayment Track and train one physician per application in the identified specialty in short supply to work in, or serve, underserved areas;
- Ensure that the Residency Program Loan Repayment Track training period is no longer than 1 year. Medical residents eligible for awards under this RFA cycle are expected to complete training, contract with NYSDOH, and begin their service obligations no later than December 31, 2012;
- Ensure that a minimum of 20% of the resident's Residency Program Loan Repayment Track training occurs in, or serves, underserved area(s);
- Monitor progress of residents and/or fellows placed in Residency Program Loan Repayment Tracks in completing training and provide mentoring or counseling services as appropriate; and
- Provide periodic reports to NYSDOH regarding the selection process and progress of Residency Program Loan Repayment Track positions;

B. Physician Loan Repayment

All institutions and organizations that receive an award under this component of loan repayment are expected to:

- Identify specialties in short supply in, or serving, underserved areas;
- Ensure that physicians awarded loan repayment contracts are placed in, or serve populations in, underserved areas no later than December 31, 2012;
- Monitor the employment of physicians awarded loan repayment; and
- Provide periodic reports to NYSDOH regarding the progress of physicians awarded loan repayment funding.

In addition, obligated physicians are expected to:

- Have executed, at the time of application, an employment contract with a health care institution or practice or demonstrate the establishment of a practice⁷ in, or serving, an underserved area;
- Commit to at least 5 years' obligated service in, or serving, an underserved area;
- Contract directly with, and be accountable to, NYSDOH for all aspects of the service obligation; and
- Agree and adhere to all requirements outlined in Appendix A-2 of the attached sample contract (Attachment 9).

Service Obligation

The service obligation will begin on the start date of the physician's contract with New York State. Service obligations can be met by, for 5 consecutive years, providing medical services in, or providing medical services to populations in, any area or facility or physician practice organization whose rationale for loan repayment is described in Attachments 3, 4 and 5.

Deferral and Default

In the event of CONTRACTOR's default, the CONTRACTOR shall repay the State of New York the greater of either \$31,000 or the amount determined in accordance with the following formula:

The sum of:

1. The proportionate amount of the loan repayments paid by the State of New York to the CONTRACTOR representing any period of obligated service not completed; AND
2. \$7,500 multiplied by the number of months of obligated service not completed; AND
3. Interest on the above amount calculated from the date of default at a rate equal to that owed on underpayments of New York State personal income tax.

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

Basis for the Guarantee/Award

Track Awards

Loan repayment contracts will be developed and executed between NYSDOH and identified physicians, and funds paid to the identified physician, upon the successful completion of training, licensing and placement in an eligible facility or physician practice organization, the submission of an eligible application and the execution of a loan repayment contract between NYSDOH and the identified physician.

If a medical resident identified by a teaching hospital awarded a Residency Program Loan Repayment Track position **cannot** fulfill the obligation for a contract, then the residency program may withdraw that application and identify a second candidate and submit a second application as indicated in Section V. on page 21 (**“Application Withdrawal and Award Rescission”**).

Non-Track Awards

Eligible institutional applicants (non-physicians) and individual physicians may apply for 1 award per OPCERT per quarter (with a maximum of 2 in this Cycle), for loan repayment positions.

If awarded a loan repayment position, the identified physician is expected to execute (sign) a contract with NYSDOH for loan repayment funds by September 30, 2012. If an identified physician does not execute a contract for loan repayment funds by that time, the award will be rescinded.

Allocation of Funding

Funding shall be allocated regionally as follows for awards tentatively made PRIOR to October 1, 2011:

Rest of State	Percent of Funding
Hospitals	
Teaching	16.675%
Non-teaching	16.675%
Non-Hospitals	
Rural	16.675%
Non-rural	16.675%
Sub-total, Rest of State	66.7%

New York City	Percent of Funding
Hospitals, total	16.65%
Non-Hospitals, total	16.65%
Sub-total, New York City	33.3%

Total, NYS	100%
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Beginning October 1, 2011, and before April 1, 2012, remaining funding, if any, will be allocated as follows:

Rest of State	Percent of Funding
Hospitals	33.35%
Non-Hospitals	33.35%
Sub-total, Rest of State	66.7%

New York City	Percent of Funding
Hospitals, total	16.65%
Non-Hospitals, total	16.65%
Sub-total, New York City	33.3%

Total, NYS **100%**

Applicants will be selected for an award if (1) their applications meet the minimum threshold for an award, as described in Section V, and (2) funding is available. It is anticipated that approximately 41 Cycle II loan repayment positions will be awarded on a rolling basis with 5-year loan repayment contracts beginning on the start date of eligible service, or October 1, 2011, whichever is later.

Once funding levels outlined above have been reached, no further awards will be made in the region/category listed. When funding has been depleted to a level such that an individual applicant's requested funding amount cannot be met, the applicant will be offered the remaining funds (if any) as an award. If the applicant accepts that amount, no further awards will be made under this RFA. If the applicant declines that amount, the next eligible applicant will be offered an award until funds are completely exhausted.

Obligated physicians may receive a 5-year award equal to their total verified educational debt, or the amount requested on Attachment 2 Section 3p, whichever is less, payable upon contract execution and submission and verification of the physician's employment contract with the applicant facility, educational debt levels and semi-annual employment verification reports (Attachment 7). Payments will be made in increments of 10 payments each of one-half the annual award as follows:

1. 15% of total qualified debt not to exceed twenty thousand dollars for the first year;
2. 15% of total qualified debt not exceed twenty-five thousand dollars for the second year;
3. 20% of total qualified debt not to exceed thirty-five thousand dollars for the third year;
and
4. 25% of total qualified debt not to exceed thirty-five thousand dollars per year for the fourth year, and
5. The remainder of the qualified debt for the fifth year, not to exceed the five-year award total amount.

The first payment of one-half the annual award will be made subsequent to the successful completion of all of the following:

- execution of the contract between the physician and NYSDOH; and
- verification of the physician's qualifying educational debt;
- verification of the physician's employment contract; and
- verification that the physician has completed a minimum of six months' eligible obligated service at the awarded site.

Subsequent payments will be made in six-month periods thereafter, pending verification of employment, renewal of the contract with NYSDOH (as required) and the continued availability of funds.

Tax Issues

In the Patient Protection and Affordable Care Act (PL 111-148), Section 10908 addresses federal taxability of state loan repayment programs that are not part of the Federal SLRP program. This section puts the state loan repayment programs on par with the federal/state SLRP programs in terms of federal taxability. The text is as follows:

SEC. 10908. EXCLUSION FOR ASSISTANCE PROVIDED TO PARTICIPANTS IN STATE STUDENT LOAN REPAYMENT PROGRAMS FOR CERTAIN HEALTH PROFESSIONALS.

(a) IN GENERAL.—Paragraph (4) of section 108(f) of the Internal Revenue Code of 1986 is amended to read as follows:

“(4) PAYMENTS UNDER NATIONAL HEALTH SERVICE CORPS LOAN REPAYMENT PROGRAM AND CERTAIN STATE LOAN REPAYMENT PROGRAMS.—In the case of an individual, gross income shall not include any amount received under section 338B(g) of the Public Health Service Act, under a State program described in section 338I of such Act, or under any other State loan repayment or loan forgiveness program that is intended to provide for the increased availability of healthcare services in underserved or health professional shortage areas (as determined by such State).”

(b) EFFECTIVE DATE.—The amendment made by this section shall apply to amounts received by an individual in taxable years beginning after December 31, 2008.

Although it appears that payments to physicians under this program are exempt from federal taxes, they still may be subject to New York State taxes. Please consult your tax professional for more information about your specific tax situation.

Required reports

Contracted physicians will be required to provide to NYSDOH detailed information on qualifying educational debt, as well as other supporting information (i.e., SSN, date of birth, etc.) as part of the contracting process.

In addition, facilities and physician practice organizations with contracted physicians will be required to assist contracted physicians to complete the Employment Verification forms (Attachment 7).

IV. Administrative Requirements

A. Issuing Agency

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

B. Question and Answer Phase

All substantive questions must be submitted in writing (i.e., via email, fax or postal mail) to:

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

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

Questions of a technical nature can be addressed in writing or via telephone by calling Caleb Wistar in the Workforce Development Unit. **Questions are of a technical nature if they are limited to how to prepare your application (e.g. formatting) rather than relating to the substance of the application.**

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

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

Prospective applicants seeking to receive notification when updates/modifications are posted, are asked to complete and submit a letter of interest (Attachment 8). Prospective applicants may also use the letter of interest to request hard copy documents containing update information. Submission of a letter of interest is not a requirement for submitting an application.

C. Applicant Conference

An applicant conference will not be held for this project.

D. How to file an application

Applications will be accepted continuously throughout the period which begins at 9 a.m. on the date posted on the cover age of this RFA, and running until 5:00 p.m. on March 30, 2012. Applications may be hand-delivered or mailed to:

Caleb C. Wistar
New York State Department of Health
Workforce Development Unit
Room 1084 Corning Tower
Empire State Plaza
Albany, NY 12237
EMAIL: ccw01@health.state.ny.us

No emails or faxes will be accepted for this RFA. Applications sent by hard copy may be delivered by hand, by the U.S Postal Service, UPS, FedEx, or any other courier or delivery service that provides the date and time stamp for the delivery. Late applications will not be accepted.⁸ **Please label, on the outside mailing envelope on all application materials “Doctors Across New York Loan Repayment application.”**

A complete application will consist of the elements described in Section V of this RFA. See also Section V for the awarding process.

E. NYSDOH Reserves the Right To:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, 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 60 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 purpose 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.

F. Term of the Contract

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

It is expected that contracts or other agreements resulting from this RFA for the Resident Loan Repayment Tracks and the Physician Loan Repayment component will have up to a 5-year time period. Resident Loan Repayment Track contracts are anticipated to begin in July 2012; Physician Loan Repayment contracts are anticipated to begin in October 2011.

G. Payment and Reporting Requirements

NYSDOH, or its designee, will make payments directly to physicians in the manner described in Section III or as otherwise determined by NYSDOH.

The contracted physician will be required to submit to NYSDOH, on a semi-annual basis, employment verification reports (Attachment 7).

Obligated physicians will also be required to provide to NYSDOH and its agents detailed information on educational debt and other information (i.e., SSN, date of birth, etc.). All such information will be kept confidential by NYSDOH and its agents as required by law.

All payment and reporting requirements will be detailed in Appendix C of the grant contract (Attachment 9).

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Once awarded facilities identify eligible physicians to contract with the Department, physicians with grant contract amounts of \$100,000 or more are required to file the Vendor Responsibility Questionnaire online via the New York State VendRep System, may choose to complete and submit via paper questionnaire on www.osc.state.ny.us/vendrep, or may contact NYSDOH or the Office of the State Comptroller for a copy of the paper form.

I. Specifications

1. By signing the "Application Cover Sheet" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of NYSDOH, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application. See Attachment 9 for a sample contract.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX A-2 Program Specific Clauses
- APPENDIX B - Budget/Payment Terms
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX G - Notices
- APPENDIX E -

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the Contractor's insurance carrier and/or the Workers' Compensation Board, of coverage for: Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; or

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; or
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, or **GSI-105.2** - - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200** -- Request for WC/DB Exemption.

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; or
- **DB-120.1** -- Certificate of Disability Benefits Insurance or
- **DB-155** -- Certificate of Disability Benefits Self-Insurance or
- **CE-200** -- Request for WC/DB Exemption.

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should you receive an award.

V. Application Instructions

Required Application Elements Checklist

A complete application for an award under this RFA must include a completed set of the following documents, completed as specified for each applicant type. Failure to do so may result in disqualification. However, the Department reserves the right to clarify these items if necessary.

For **Individual Physician and Health Care Facility** (non-track) applicants, the following is required:

- Attachment 1, Cover Sheet (complete all items *exactly* as specified in **Completing the Application** below); and
- Attachment 2, Physician Information (complete all items *exactly* as specified in **Completing the Application** below); and
- Attachment 3, Statement of Need (Facility and Individual Physician Applicants (complete all items *exactly* as specified in **Completing the Application** below); and
- A copy of the complete, executed Physician Employment Agreement. *NOTE: Individual physicians seeking to establish a new practice for which the specific site is unknown are not required to submit an employment contact.*

For **Track** applications, the following is required:

- Attachment 1, Cover Sheet (complete all items *exactly* as specified in **Completing the Application** below); and

- Attachment 2, Physician Information (complete all items *exactly* as specified in **Completing the Application** below); and
- Attachment 4, Statement of Need (Track Applicants); (complete all items *exactly* as specified in **Completing the Application** below).

In addition, once the physician initially identified by the residency program has located a position in an underserved area, he or she must submit the following:

- Attachment 2, Physician Information (if updated); and
- Attachment 3, Statement of Need (Facility and Individual Physician Applicants); and
- A copy of the complete, executed Physician Employment Agreement.

Failure to submit the required attachments will result in disqualification. Incomplete or illegible applications will not be reviewed, and the person responsible for the project (as stated on Attachment 1) will be notified by email or phone for re-submission of a revised application subject to the submission guidelines described in the “Applications deemed not to be eligible” section below.

Completing the Application

Attachment 1 - Cover Sheet - Complete items a through j. **Individual Physicians and Health Care Facilities (non-track applicants)** should also complete k. and l.; **Track applicants** should also complete m. and n.

Attachment 2 - Physician Information – Complete all items pertaining to the physician IDENTIFIED for a loan repayment award. NOTE: The “Proposed Practice Site Location” in section 2 should MATCH that identified in Attachment 3, Section 2, “Proposed Site Location.”

Attachment 3 - Statement of Need (Facility and Individual Physician Applicants) – Using the checklist, **Individual Physicians and Health Care Facilities** should check off and document as many details as pertain to the need of the service area(s) and facility(ies) for the medical services of the identified physician.

DOCUMENTATION REQUIRED FOR CHECKED ITEMS IN ATTACHMENT 3:

For Section 1a., HPSA/MUA; attach documentation, labeled 1a, including HPSA/MUA number from the appropriate website;⁹ e.g., 02372 MUA or 1369993669 HPSA;

For 1b., HPSA; attach documentation, labeled 1b, including HPSA number from the appropriate website;⁹ e.g., 7369993669 HPSA;

For 1d through 1h.. for non-NYC information, see: http://factfinder.census.gov/home/saff/main.html?_lang=en&_ts= to determine the statistics for your community; attach documentation labeled 1d, e, f, g, and h as appropriate. For NYC neighborhood information, see: <http://www.nyc.gov/html/dcp/html/neighbor/neighbor.shtml>, go to “Community Data Portal” on the lower left of the screen to select the neighborhood. Then, on the selected neighborhood tab, select the “Data Resources” tab, the “view the demographic profile” or “view the social profile” or “view the economic profile”).

For 2i and j., HPSA facility; attach documentation, labeled 2.i or 2j., including HPSA number from the appropriate website;⁹ e.g., 7369993669 or 1369993669 HPSA. Note that the

website will list a “facility” HPSA (as opposed to a “geographic area” or “population group” HPSA) in the “Type” column as “Other Facility,” “Comprehensive Health Center” or “Federally Qualified Health Center Lookalike.”

For item 2k., a “rural hospital” is as defined in NYCRR Title 10, Section 700.2 (21) or is a general hospital with a service area in a county with a population of less than 200,000 persons, or in a town with less than 200 persons per square mile. The latter group includes: Amsterdam Memorial, Auburn Memorial, Bertrand Chaffee, Faxton Hospital, Thompson Health, Geneva General, Glens Falls Hospital, Oswego Hospital, United Memorial Hospital – Genesee, Vassar Brothers Hospital, ViaHealth of Wayne, and WCA Hospital. Rural non-hospital providers are defined as those with a service area in a county with a population of less than 200,000 persons, or in a town with less than 200 persons per square mile. See Attachment 6 for a listing of such counties and towns.

For items 2l., 2m., 2n., and 2o., submit facility- specific data for the last YEAR of complete data (e.g., July 1, 2010 – June 30, 2011).

For Section 3, items p., r., or s., submit a statement signed by a principal of the facility attesting to the conditions checked. For Item q., attach documentation, labeled 3q, including a distance map from <http://www.mapsonus.com>. For Item t., See https://apps.nyhealth.gov/statistics/prevention/quality_indicators/mapaction.map for details; attach the web page, labeled 3t., as applicable.

Attachment 4 – Statement of Need (Track Applicants) – Using the checklist, **Track applicants** should check off and document as many details as pertain to the need of the service area and facility in which the program has experience and in which the program has experience.

DOCUMENTATION REQUIRED FOR CHECKED ITEMS IN ATTACHMENT 4:

For Section 1a., HPSA/MUA; attach documentation, labeled 1a, including HPSA/MUA number from the appropriate website;¹⁰ e.g., 02372 MUA or 1369993669 HPSA;

For 1b., HPSA; attach documentation, labeled 1b, including HPSA number from the appropriate website;¹⁰ e.g., 7369993669 HPSA;

For 1d through 1h.. for non-NYC information, see: http://factfinder.census.gov/home/saff/main.html?_lang=en&_ts= to determine the statistics for your community; attach documentation labeled 1d, e, f, g, and h as appropriate. For NYC neighborhood information, see: http://www.nyc.gov/html/dcp/html/neighbor/neighbor_shtml, go to “Community Data Portal” on the lower left of the screen to select the neighborhood. Then, on the selected neighborhood tab, select the “Data Resources” tab, the “view the demographic profile” or “view the social profile” or “view the economic profile”).

Application Review, Approval and Award Process

All applications will be scored on a “pass/fail” basis by a DOH review team, as follows:

Applications will be considered to have “passed” the review, and the applicant facility will be eligible for an award (subject to the availability of funding), **when ALL of the below conditions have been satisfied:**

For Non-track (Loan Repayment Program) applicants:

1. **Attachments 1 and 2** are complete and legible, and documented using the appropriate required documentation as specified above; AND
2. For EACH site in which the identified physician will work, applicant has checked and, using the appropriate required documentation as specified above, documented as true AT LEAST 6 of the following items in **Attachment 3 Statement of Need (Facility and Individual Physician Applicants)**:
 - a. AT LEAST 2 items checked and documented in Item 1, Proposed service area;
 - b. AT LEAST 2 items checked and documented in Item 2, Proposed Site Location;¹¹ AND
 - c. AT LEAST 2 items checked and documented in Item 3, Proposed Specialty; AND
3. Applicant has **submitted a copy of a fully-executed employment contract** signed by the physician identified in Attachment 2 and a representative of the facility in which the identified physician proposes to work. The content of the employment contract must be fully consistent with the particulars in the application (as to specialty, location of the service, facility type, etc.). Individual physicians seeking a loan repayment award and to establish a new practice for which the specific site is unknown are not required to submit an employment contract, but must submit a detailed business plan fully consistent with the particulars in the application (as to specialty, location of the service, facility type, etc.) that clearly shows the intention of the physician to begin serving in the underserved area for which the award is requested by December 31, 2012. If submitting a business plan, the following elements must be addressed:

1. Mission statement
2. Goals
3. Ownership structure
4. Clinical/professional profiles
5. External influences on the practice
6. Demographics of patient mix expected to be served
7. Marketing initiatives
8. Fee schedule
9. Financial analysis and projections
10. Administrative overview
11. Capital needs
12. Medical records protocol

Guidance on writing business plans for specific types of businesses can be found on many websites, including <http://www.clpgh.org/research/business/bplansindex.html#H> .

For Track applicants:

1. **Attachments 1 and 2** are complete and legible, and documented using the appropriate required documentation as specified above; AND
2. Applicant has checked and documented, using the appropriate required documentation as specified above AT LEAST 2 of the items in **Attachment 4 Statement of Need (Track Applicants)**.

Applications will be accepted on a FIRST-COME, first served basis, beginning at 9 a.m. on the first day of the application period as stated on the cover page of this RFA and running continuously until funds are exhausted, or 5 p.m. on March 30, 2012, whichever comes first.

Applications will be time- and date-stamped as they are received, based on the time and date received via the delivery method as specified in Section IV. In the event more than one application is submitted from a single OPCERT, the first application received will be reviewed. Next, applications will be reviewed for eligibility for an award based on the date they are received, i.e., applications received by 5:00 p.m. on July 26, 2011 will be reviewed *first* in the order of the time of day in which they were received; those received by 5:00 p.m. on July 27, 2011 will be reviewed *second* in the order of the time of day in which they were received, etc.

Applications deemed not to be eligible for an award: DOH will make every effort, depending on workload, to notify the person responsible for the project (as stated on Attachment 1) within 10 business days after receipt of the application as to the application's ineligibility. Applicants may re-submit amended or new applications at any time thereafter, subject to the limitations in the number of overall applications per OPCERT per application period as indicated in Section II. on pages 6-7.

Applications deemed to be eligible for an award will be segregated IN ORDER THE DATE OF RECEIPT and assigned award reservations according to the funding allocations in "Basis for the Guarantee/Award" section, pages 10-11. Each eligible application will be allocated the amount requested on the application in Section 3p, Attachment 2, "Amount of Funding Requested from DANY...".

In general, awards will be the lesser of the total loan debt amount listed in Attachment 2, Section 3o., or the amount requested in Section 3p (see page 25). NYSDOH reserves the right to allocate funding in additional ways to best serve the interests of the State.

The roster of eligible applicants assigned award reservations will be posted to the NYSDOH website, at <http://www.health.ny.gov/funding> or made available to applicants who request in writing a copy of the roster. It is anticipated that the roster will be updated every 10 business days if practicable.

The first cohort of applicants assigned award reservations (i.e., those who apply during the first quarter of the award period) will be submitted for approval for awards to the Office of the State Comptroller on or around the end of the first calendar quarter following the due date of the RFA, i.e., on or around October 1, 2011.

Award letters and contracts for the first cohort of identified physicians will be issued by NYSDOH within a reasonable time following the procurement approval by the Office of the State Comptroller.

For those applications received AFTER the first quarter of the award period, it is anticipated that awards will be made on a rolling basis within a reasonable time after submission of the application, dependent upon the eligibility of the application and the continuing availability of funding.

Application Withdrawal and Award Rescission

Applications for physicians awarded loan repayment contracts may be withdrawn **by the applicant** at any time after the application is submitted. In that case, the applicant may, as appropriate, re-apply for a new loan repayment award no sooner than the beginning of the calendar quarter following the quarter in which the original application was filed PROVIDED that the applicant notifies NYSDOH in writing of the applicant's desire to withdraw the first application and resubmit a second, replacement application. The withdrawn application WILL NOT count against the limit of 2 awards per OPCERT per fiscal year.

Applications for physicians awarded loan repayment contracts may be rescinded **by NYSDOH** if the applicant's identified physician has not executed a contract with DOH within one month following the receipt from NYSDOH of the draft contract.

Debriefing

Following the award of grants from this RFA, unsuccessful applicants may request a debriefing from the NYS DOH Bureau of HEAL, Workforce Development and Capital Investment no later than three months from the date of the award announcements. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us. In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

VI. Attachments

Attachment 1: Cover Sheet

Attachment 2: Physician Information

Attachment 3: Statement of Need (Facility and Individual Physician Applicants)

Attachment 4: Statement of Need (Track Applicants)

Attachment 5: Specialty Shortage Areas

Attachment 6: Rural Counties in New York State

Attachment 7: Sample Employment Verification/Data Report for Obligated Physicians

Attachment 8: Sample Letter of Interest

Attachment 9: Standard Grant Contract with Appendices

Attachment 1: Cover Sheet

I. Applicant Information

a. Applicant Name: _____

b. Applicant Address: _____

c. Applicant FEIN: _____

d. NYSDOH Operating certificate #: _____

e. Applicant Charities Registration Number: ____ - ____ - ____

or Exemption Reason: _____

f. Person Responsible for Project:

Name/Title: _____

Phone: () _____ E-mail address: _____

g. Name, title, and signature of individual authorized to attest to the accuracy of the information in this application and to bind the applicant to any contract resulting from this application:

Name: _____ Title: _____

Signature: _____

h. Applicant is: ____ Not-for-Profit ____ For-Profit

i. Facility Type (Check one):

- _____ Hospital
- _____ Other health care facility licensed by NYSDOH
- _____ Other health care facility (specify) _____
- _____ Solo or group medical practice
- _____ Individual physician

j. Identified physician's name: _____

Specialty: _____

Attachment 2: Physician Information

1) Identifying Data

a) Physician Name: _____
Last First Middle Initial

b) Address: _____

c) Telephone: Home () _____ Work () _____

e) Date of Birth: ____/____/____

f) E-mail: _____

g) Current Position: Resident/Fellow
 Practicing physician

Specialty: _____

Date of hire: ____/____/____

Start date of current employment: ____/____/____

Location of current position (facility or physician practice organization name,
street address, city, zip):

If the start date is prior to 7/1/10, is the current position located in or does it serve an
underserved area in New York State? Yes No N/A

g) If you are presently completing a residency, fellowship, or other medical training program, indicate the
anticipated date of completion. ____ / ____
month year

h) Are you currently licensed or certified to practice as a physician in New York State?

Yes, license number _____

No

Pending, date applied _____

i) Check the one that applies to you:

- I am a U.S. citizen
 I am a permanent resident alien holding an I-155 or I-551 card
 I am neither of the above

j) Indicate all high schools, undergraduate schools, medical schools and residency/fellowship programs that you have attended, as well as dates attended, major or specialty, and degree awarded. Attach additional sheets as necessary.

Name and Address of Institution	Dates Attended	Major or Specialty	Degree Awarded
1.	/ to /		
2.	/ to /		
3.	/ to /		
Residency Program:	/ to /		

2) Proposed Practice Site Location:

n) Please provide information about the site(s) at which you propose to fulfill a service obligation under the Doctors Across New York Loan Repayment Program. Use additional sheets if proposing to serve multiple sites. If you are a physician seeking to establish a NEW practice, please indicate "TBD" below. Include as much information as is available on the proposed site.

Name of practice site _____
 Street _____
 City _____ New York Zip _____ County _____
 Date service began/will begin: ____ / ____ / ____

3) Debt Information:

o) List all loan debt for undergraduate or medical education, made by or guaranteed by the federal or state government, or made by a lending or educational institution approved under Title IV of the federal Higher Education Act. (Use additional sheets if necessary.)

Creditor Name	Creditor Address	Original Amount Borrowed	Current Balance

TOTALS \$ _____ \$ _____

p) Amount of funding requested from DANY (not to exceed \$150,000): \$ _____

4) Participation in Loan Repayment or Scholarship Programs:

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

Applied To	Award Received	Amount	Date of Award (if applicable)	Length of Service Obligation
Regents Health Care Scholarship	Yes / No / DP		/ /	
National Health Service Corps Scholarship	Yes / No / DP		/ /	
Regents Physician Loan Forgiveness Award Program	Yes / No / DP		/ /	
National Health Service Corps Loan Repayment Award	Yes / No / DP		/ /	
Other Program, including Doctors Across NY Loan Repayment or Practice Support program (Please specify)	Yes / No / DP		/ /	

(DP = decision pending)

Attachment 3: Statement of Need (Facility and Individual Physician Applicants)

Applicants for Residency Program Loan Repayment Tracks: Skip this Attachment and go to Attachment 4 (Statement of Need: Track Applicants).

Site number ____ of ____ total sites Physician FTE at this site _____ %

1. Proposed Service Area:

For the proposed service area to be served by the physician identified in Attachment 2, please list the following:

County(ies) of: _____

Town(s) of: _____

Neighborhood(s): _____

Population served: _____

Please check all letters below that characterize the service area described above and fill in the blanks where indicated.

____ a. **For primary care services only:** Geographic area encompasses one or more federally-designated primary care Health Professional Shortage Area(s) or Medically Underserved Area(s).

____ b. **For mental health services only:** Geographic area encompasses one or more federally-designated mental health Health Professional Shortage Area(s) or Medically Underserved Area(s).

____ c. **For specialty physicians only:** County(ies) of proposed service area listed above is/are included in Attachment 5.

____ d. The service area contains a high percentage of **indigent persons** demonstrated by:

- A poverty level that exceeds 13.2% of the population of the service area, or
- A median family income level lower than \$63,211, or
- A per capita income level lower than \$27,466.

____ e. The service area contains ____% of **non-white individuals**, which is higher than the national average of 27%.

____ f. The service area contains ____% of **employed persons**, which is a lower level of persons in the labor force (population 16 years and over) than the national average of 65.2%.

____ g. The service area contains ____% **children ages 5 or younger**, which is higher than the national average of 6.9%.

____ h. The service area contains ____% of **adults ages 65 or older**, which is higher than the national average of 12.6%.

2. Proposed Site Location:

Please indicate the practice site listed on Attachment 1, section IIIk that is proposed for an award and that is located in or serves the area specified in item 1 above. If working at multiple sites, please complete a separate page for each site. *Individual physicians seeking a loan repayment award and to establish a new practice for which the specific site is unknown may skip, and will not be penalized for not completing, section 2.*

Site Name: _____

Address: _____

Percent FTE at this site _____ % Please check all that characterize the site described above.

i. **For primary care providers only:** Site is designated as a primary care Health Professional Shortage facility (HPSA), but is not located in a geographically designated HPSA area.

j. **For mental health providers only:** Site is designated as a mental health Health Professional Shortage facility (HPSA), but is not located in a geographically designated HPSA area.

k. **For rural health providers only:** Site is a rural provider.

l. Thirty percent (30%) or more of the site's visits are for indigent care, i.e., Medicaid, Child health Plus, free and sliding fee-scale care combined as a percentage of total visits.

m. Greater than 35% of all clinic visits for primary care for a period of 4 months or more resulted in emergency department referrals.

n. Average waiting time for routine non-urgent preventive appointments related to the specialty requested exceeds four weeks from the initial patient request.

o. Average waiting time for referrals related to the specialty requested for routine non-urgent appointments exceeds six (6) weeks from the initial patient request.

p. Waiting time is greater than 24 hours for patients with urgent appointments or greater than 72 hours for patients with non-urgent "sick visit" appointments related to the specialty requested.

3. Proposed Specialty:

For the specialty on page ____ of the application, please check all letters that characterize the specialty.

q. There are currently NO other providers offering similar services for the specialty at the proposed service site.

r. The travel distance from the applicant's proposed service site to the closest physician practicing the listed specialty exceeds 20 miles (Rest of State) or 5 miles (NYC).

s. Site has a decrease in the number of physicians practicing in the specialty due to announced retirements or departures.

t. Site has spent 12 months or longer recruiting for a vacancy.

u. The site's rates of hospitalization for preventable conditions or prevention quality indicators (PQI) related to the proposed specialty indicate a lack of services in the specialty.

Attachment 4: Statement of Need (Track Applicants)

Facility and individual physician applicants: Skip this Attachment; use Attachment 3 (Statement of Need: Facility and Individual Physician Applicants).

1. Proposed Service Area

Please list the underserved area(s) in which the Residency program has experience and in which the proposed resident is currently training.

County(ies): _____

Town(s): _____

Neighborhood(s): _____

Population served: _____

Please check all of the following that characterize the service area described above.

____ a. **For primary care services only:** Geographic area encompasses one or more federally-designated primary care Health Professional Shortage Area(s) or Medically Underserved Area(s).

____ b. **For mental health services only:** Geographic area encompasses one or more federally-designated mental health Health Professional Shortage Area(s) or Medically Underserved Area(s).

____ c. **For specialty physicians only:** County(ies) of service area listed above is/are included in Attachment 5.

____ d. The service area contains a high percentage of **indigent persons** demonstrated by:

- A poverty level that exceeds 13.2% of the population of the service area, or
- A median family income level lower than \$63,211, or
- A per capita income level lower than \$27,466.

____ e. The service area contains _____% of **non-white individuals**, which is higher than the national average of 27%.

____ f. The service area contains _____% of **employed persons**, which is a lower level of persons in the labor force (population 16 years and over) than the national average of 65.2%.

____ g. The service area contains _____% **children ages 5 or younger**, which is higher than the national average of 6.9%.

____ h. The service area contains _____% of **adults ages 65 or older**, which is higher than the national average of 12.6%.

Attachment 5: Specialty Shortage Areas

ANESTHESIOLOGY (and related sub-specialties)

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

CARDIOLOGY (and related sub-specialties)

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

DERMATOLOGY (and related sub-specialties)

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

EMERGENCY MEDICINE (and related sub-specialties)

Essex	Livingston	Tioga	
Greene	Seneca		

GASTROENTEROLOGY (and related sub-specialties)

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

GENERAL SURGERY (and related sub-specialties)

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

NEUROLOGY (and related sub-specialties)

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

OBSTETRICS/GYNECOLOGY (and related sub-specialties)

Allegany	Essex	Livingston	Sullivan
Columbia	Greene	Schoharie	Tioga
Cortland	Hamilton	Seneca	

OPHTHALMOLOGY (and related sub-specialties)

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

ORTHOPEDIC SURGERY (and related sub-specialties)

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

OTOLARYNGOLOGY (and related sub-specialties)

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

PATHOLOGY (and related sub-specialties)

Chenango	Hamilton	Oswego	Tioga
Delaware	Herkimer	Putnam	Tompkins
Essex	Jefferson	Saratoga	Ulster
Fulton	Lewis	Schoharie	Washington
Genesee	Livingston	Schuyler	Wayne
Greene	Madison	Seneca	

PHYSICAL AND REHABILITATIVE MEDICINE (and related sub-specialties)

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

PREVENTIVE MEDICINE (and related sub-specialties)

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

PSYCHIATRY

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

PULMONARY DISEASE (and related sub-specialties)

Allegany	Franklin	Madison	Sullivan
Cayuga	Fulton	Orleans	Tioga
Chenango	Greene	St. Lawrence	Tompkins
Cortland	Hamilton	Schoharie	Washington
Delaware	Herkimer	Schuyler	Wayne
Dutchess	Lewis	Seneca	Wyoming
Essex	Livingston	Steuben	Yates

RADIOLOGY (and related sub-specialties)

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

UROLOGY (and related sub-specialties)

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

Attachment 6: Rural New York State Counties (Population less than 200,000)

<i>Allegany</i>	<i>Delaware</i>	<i>Lewis</i>	<i>Rensselaer</i>	<i>Tioga</i>
<i>Cattaraugus</i>	<i>Essex</i>	<i>Livingston</i>	<i>Schenectady</i>	<i>Tompkins</i>
<i>Cayuga</i>	<i>Franklin</i>	<i>Madison</i>	<i>Schoharie</i>	<i>Ulster</i>
<i>Chautauqua</i>	<i>Fulton</i>	<i>Montgomery</i>	<i>Schuyler</i>	<i>Warren</i>
<i>Chemung</i>	<i>Genesee</i>	<i>Ontario</i>	<i>Seneca</i>	<i>Washington</i>
<i>Chenango</i>	<i>Greene</i>	<i>Orleans</i>	<i>St. Lawrence</i>	<i>Wayne</i>
<i>Clinton</i>	<i>Hamilton</i>	<i>Oswego</i>	<i>Steuben</i>	<i>Wyoming</i>
<i>Columbia</i>	<i>Herkimer</i>	<i>Otsego</i>	<i>Sullivan</i>	<i>Yates</i>
<i>Cortland</i>	<i>Jefferson</i>	<i>Putnam</i>		

New York State Counties with Towns of Fewer than 200 Persons per Square Mile

<i>Albany</i>	Concord	Florence	Charlton
Berne	Eden	Floyd	Corinth
Coeymans	Holland	Forestport	Day
Knox	Marilla	Lee	Edinburg
New Scotland	Newstead	Marshall	Galway
Rensselaerville	North Collins	Paris	Greenfield
Westerlo	Sardinia	Remsen	Hadley
	Tonawanda	Sangerfield	Northumberland
<i>Broome</i>	Reservation	Steuben	Providence
Barker	Wales	Trenton	Saratoga
Binghamton		Vernon	Stillwater
Colesville	<i>Monroe</i>	Verona	
Kirkwood	Clarkson	Vienna	<i>Suffolk</i>
Lisle	Mendon	Western	Shelter Island
Maine	Riga	Westmoreland	
Nanticoke	Rush		<i>Westchester</i>
Sanford	Wheatland	<i>Onondaga</i>	Pound Ridge
Triangle		Elbridge	
Windsor	<i>Niagara</i>	LaFayette	
	Cambria	Marcellus	
<i>Dutchess</i>	Hartland	Onondaga	
Amenia	Newfane	Reservation	
Clinton	Pendleton	Otisco	
Dover	Royalton	Pompey	
Milan	Somerset	Skaneateles	
North East	Tuscarora	Spafford	
Pawling	Reservation	Tully	
Pine Plains	Wilson		
Stanford		<i>Orange</i>	
Union Vale	<i>Oneida</i>	Crawford	
Washington	Annsville	Deerpark	
	Augusta	Greenville	
<i>Erie</i>	Ava	Hamptonburgh	
Brant	Boonville	Minisink	
Cattaraugus	Bridgewater	Tuxedo	
Reservation	Camden	Wawayanda	
Colden	Deerfield	<i>Saratoga</i>	
Collins			

Attachment 7: Sample Employment Verification/Data Report for Obligated Physicians



**STATE OF NEW YORK
DEPARTMENT OF HEALTH**

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

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

June 15, 2010

Dear Doctors Across New York Loan Repayment recipient:

The New York State Department of Health is responsible for monitoring physicians awarded a Doctors Across New York loan repayment award to ensure satisfactory compliance with the terms of the loan repayment contract. These physicians are required to practice in underserved areas or facilities located in New York State as specified in their contracts.

Please provide all information requested on the enclosed form(s) and return to us **by July 15, 2010**. You may (1) fax the information to (518) 474-0572, (2) scan and email the forms to ccw01@health.state.ny.us or (3) mail to Doctors Across New York Loan Repayment Program, NYS Department of Health, Corning Tower–Room 1084, Empire State Plaza, Albany, NY 12237-0053.

The attached forms must be completed, signed and returned in order for the New York State Higher Education Services Corporation to process payments. In addition, payments cannot be made until the loan repayment contract is executed by the New York State Office of the State Comptroller.

If you have any questions regarding this process, please contact Tyeasha Braxton, Program Assistant, or me at (518) 473-7019. Thank you for your assistance in this matter.

Sincerely,

Caleb Wistar
Assistant Chief Health Planner
Division of Health Facility Planning
Enclosure(s)

NEW YORK STATE DEPARTMENT OF HEALTH
NEW YORK STATE HIGHER EDUCATION SERVICES CORPORATION
DOCTORS ACROSS NEW YORK - LOAN REPAYMENT PROGRAM
EMPLOYMENT VERIFICATION - 2009-10 CYCLE

REPORTING PERIOD: January 1, 2010 – June 30, 2010

I. NAME OF LOAN REPAYMENT RECIPIENT:

_____, MD/DO

SPECIALTY: _____

FACILITY: _____

Start Date of Obligation: June/July, 2009

End Date of Obligation: June/July, 2014

**CONFIDENTIAL
INFORMATION FOR
DOH/HESC PURPOSES
ONLY**

II. **EMPLOYMENT VERIFICATION.** To be completed by recipient's supervisor:

During the above reporting period, was the physician listed above still employed at your facility?

Yes (Complete A & B if applicable)

No (Complete C)

A. Please note any time periods during which the physician employee has worked LESS than a full-time work week,

¹² or the employee has been on 'Educational Leave With Pay.'

FROM ____ / ____ / ____ TO ____ / ____ / ____ HOURS WEEKLY: ____

REASON: _____

B. Please note any time periods the physician employee was on leave without pay:

FROM ____ / ____ / ____ TO ____ / ____ / ____ HOURS WEEKLY: ____

REASON: _____

C. What was the date and reason for the physician's employment ending?

DATE: ____ / ____ / ____

REASON: _____

I, the undersigned, hereby certify that I am the supervisor or am otherwise familiar with, and accountable for, Dr. _____'s work hours and time records, and that, to the best of my knowledge, the above is true and correct.

 Name (please print) Title

 Signature Date ____ / ____ /20__

III. EMPLOYMENT VERIFICATION. To be completed by the physician receiving the award (as listed in Section I. above)

A. Please specify the number of visits you provided during the reporting period **January 1, 2010 – June 30, 2010** (complete below):

	Medicaid/Child Health/Family Health Plus	Uninsured/Self-Pay	All Others	Total
Number of Visits				

B. During the reporting period, did you encounter any barriers that prevented you from providing services as specified in Appendix D of your Doctors Across New York Contract? If so, please explain in the spaces below (add additional sheets as necessary):

Please return to: Doctors Across New York Loan Repayment Program
 New York State Department of Health
 Tower Building, Room 1084, Empire State Plaza
 Albany, New York 12237
 Fax: **(518) 474-0572**
 Email: cew01@health.state.ny.us (for scanned documents)

Attachment 8: Sample Letter of Interest/Letter to Receive Notification of RFA Updates and Modifications

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

Re: RFA #
Doctors Across New York Physician Loan Repayment Program – Cycle II

Dear Mr. Wistar:

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

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

E-mail address: _____

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

Sincerely,

Attachment 9 - Standard Grant Contract with Appendices

STATE AGENCY (Name and Address): . NYS COMPTROLLER’S NUMBER: C 066014
NYS Department of Health . ORIGINATING AGENCY CODE: 12000
Division of Health Facility Planning .
Office of Health Systems Management .
Corning Tower Room 1084 ESP .
Albany, NY 12237-0053 .

CONTRACTOR (Name and Address): . TYPE OF PROGRAM(S)
Jane Doe, MD . Doctors Across New York Loan
2 Western Ave., Apt. 6 . Repayment
Anywhere, NY 11009 .

FEDERAL TAX IDENTIFICATION NUMBER: . INITIAL CONTRACT PERIOD
012-34-5678 . FROM: 9/20/2011
MUNICIPALITY NO. (if applicable): . TO: 9/19/2016

CHARITIES REGISTRATION NUMBER: . FUNDING AMOUNT FOR INITIAL PERIOD:
____ - ____ - ____ or (x) EXEMPT: . \$150,000
(If EXEMPT, indicate basis for exemption): .
Individual contractor . MULTI-YEAR TERM (if applicable):

CONTRACTOR HAS() HAS NOT() TIMELY . FROM: 9/20/2011
FILED WITH THE ATTORNEY GENERAL’S . TO: 9/19/2016
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS () IS NOT (x) A
SECTARIAN ENTITY
CONTRACTOR IS () IS NOT (x) 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

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

CONTRACTOR
Jane Doe, MD

. Contract No. **C 066014**
. STATE AGENCY
. New York State Department of Health
. Office of Health Systems Management
. Div. of Health Facility Planning
. Corning Tower Room 1084 ESP
. Albany, NY 12237-0053

(Signature)

By: Jane Doe, MD
(Print Name)

. By: Richard M. Cook
(Print Name)
. Title: Deputy Commissioner
Office of Health Systems
Management

Date: _____

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

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

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

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. . To the extent this agreement is a "procurement contract" as defined by

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
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. *If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.*
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence

certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with

such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

III. 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 A-2 Program Specific Clauses

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

1. is a United States citizen or permanent resident;
2. has secured a job offer from a health care institution or practice or demonstrates the establishment of a practice¹³ eligible for obligated service as specified in Appendix D;
3. shall fulfill the service obligation by practicing for five (5) consecutive years, beginning on the date of this contract, as a(n) internal medicine physician at a facility specified in Appendix D for at least 35 hours (with a minimum of 32 clinical hours) per week for at least 48 weeks per year. Unless specifically exempted by the New York State Department of Health, in writing, the 35 hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work performed in any 24-hour period. Time spent in “on-call” status shall not be applied toward the 35-hour week. Hours worked in excess of 35 hours per week shall not be applied to any other workweek.
4. shall begin practice no later than December 31, 2012;
5. has a valid license to practice medicine in New York State and is board-certified or eligible in the specialty identified in 3. above;
6. understands that the period of the service obligation identified in 3. above is five years regardless of the amount of the annual award payment;
7. shall not charge more for professional services than the usual and customary rate prevailing in the area in which such services are provided. If an individual is unable to pay the amount so charged for professional services, he/she shall charge such individual at a reduced rate or not charge such individual any amount;
8. shall provide health services to individuals in the area without discriminating against them because (a) of their inability to pay for those services or (b) payment for these health services shall be made under part A or B of title XVIII of the Social Security Act (42 U.S.C. 1395) (“Medicare”) or under a State plan for medical assistance approved under titles XIX and XXI of that ACT (“Medicaid” and “State Children’s Health Insurance Program”);
9. shall accept assignment under section 1842(b)(3)(B)(ii) of the Social Security Act (42 U.S.C. section 1395u(b)(3)(B)(ii)) for all services for which payment may be made under Part B of Title XVIII of such Act. He/she shall enter into an appropriate agreement with the State agency which administers the State plan for medical assistance under titles XIX and XXI of the Social Security Act to provide services to individuals entitled to medical assistance under the plan or work under current agreement of employing facility;
10. shall maintain a patient mix that substantially consists of Medicaid, CHPlus, Family Health Plus, uninsured and special needs populations;
11. is not in default on the repayment of a guaranteed student loan or in default under the terms of any service obligation on any other governmentally administered scholarship or financial aid program and authorizes the New York State Higher Education Services Corporation (HESC) to directly apply the award to the defaulted account(s), if any;
12. is not obligated under the New York State Regents Physicians’ Loan Forgiveness Award Program,

Regents New York State Health Care Scholarship Program in Medicine, or any other state- or federally-funded scholarship or loan repayment program (e.g. National Health Service Corps) for the contract period;

13. has not been working as a physician in, or serving an underserved area prior to July 1, 2010;
14. is not under indictment for, or has been convicted of, any felony, as defined in relevant NYS statutes;
15. must receive prior approval in writing from NYSDOH to modify any aspect of the service obligation;
16. authorizes any employer, bank, guarantee agency or other institution identified by the CONTRACTOR to validate or provide NYSDOH and HESC information necessary for their review, evaluation, and verification of educational debt for the DANY loan repayment program, and gives NYSDOH and HESC permission to disclose the requested personal information to any employer, bank, guarantee agency or other institution identified by the CONTRACTOR to facilitate NYSDOH's and HESC's review and evaluation, and verification of educational debt for the purposes of this program..
17. gives NYSDOH and HESC permission to share personal information with its agents, business partners and schools necessary for the purposes of administering the above mentioned program, as well as permission to use whatever means NYSDOH and HESC deems necessary to verify any information provided or will provide to be used for the purposes of establishing eligibility of the CONTRACTOR for this program including, but not limited to, documentation submitted from or accessed through other parties.
18. shall comply with all service obligation requirements, and that failure to do so shall cause CONTRACTOR to be in default under this contract. In the event of CONTRACTOR's default, the CONTRACTOR shall repay the State of New York the greater of either \$31,000 or the amount determined in accordance with the following formula:

The sum of:

1. the proportionate amount of the loan repayments paid by the State of New York to the CONTRACTOR representing any period of obligated service not completed; AND
2. \$7,500 multiplied by the number of months of obligated service not completed; AND
3. interest on the above amount calculated from the date of default at a rate equal to that owed on underpayments of New York State personal income tax.

APPENDIX B - **Budget: Physician Loan Repayment Program**

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

for 2010 Awards

- a. Contractor Name: Jane Doe, MD
- b. Contractor Address: 2 Western Ave., Apt 6, Anywhere, NY 11009
- c. 5-year loan repayment amount: \$98,125 from 9/20/2011 through 9/19/2016
- d. 1- year loan repayment amount: \$20,000

APPENDIX C - Payment and Reporting Schedule

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 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
- ❷ 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 six-month period of this AGREEMENT; or
- ❷ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

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

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

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

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 90 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 semi-annual 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 Tower Building room 1084, ESP Albany NY 12237-0053.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

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

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

II. Progress and Final Reports

Organization Name: Jane Doe, MD ("CONTRACTOR")

Report Type:

A. Narrative/Qualitative Report

CONTRACTOR will submit, on a semi-annual basis, not later than 30 days from the end of each six-month period, a report, in narrative form, summarizing the services rendered during the period. This report will detail how CONTRACTOR has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D). This report will address all goals and objectives of the project and include a discussion of problems encountered, if any, and steps taken to solve them.

B. Statistical/Quantitative Report

CONTRACTOR will submit, on a semi-annual basis, not later than 30 days from the end of the period, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of hours worked in the reporting period, patient/client encounters, case mix of patients seen, etc.)

C. Expenditure Report

CONTRACTOR will submit, on a semi-annual basis, not later than 30 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

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

APPENDIX D - Workplan

I. CORPORATE INFORMATION

Not a government organization; contractor is an individual in the employ of Your Doc Internal Medicine, P.C., Anywhere, NY.

II. SUMMARY STATEMENT

Contractor will secure a loan repayment award of up to \$150,000 (not to exceed \$20,000, or fifteen percent of the total verified eligible educational debt amount, whichever is less, in the first year) in return for service to underserved populations in the service area specified in Attachment 2, item q, and in the application, i.e., the underserved, medically indigent populations and others served by Your Doc Internal Medicine (i.e., those residing in and around Anywhere, Adams County, NY).

III. PROGRAM GOALS

- Provide internal medicine services to the above populations full-time through 2016.

IV. SPECIFIC DELIVERABLES

- Begin service obligation on the start date of this contract;
- Provide medical services specified in III. above to the populations specified in II. above from the start date, for a period of five (5) full consecutive years after that date;
- Assure that no individuals are denied service due to inability to pay for services; and
- On an annual basis, provide verification to the New York State Department of Health of the repayment (reduction in balances) of educational debt in an amount greater than or equal to the total of annual payments under this contract.

APPENDIX E -

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the Contractor's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; or
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; or
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, or **GSI-105.2** - - Certificate of Participation in Workers' Compensation Group Self-Insurance Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; or
- **DB-120.1** -- Certificate of Disability Benefits Insurance or
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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: Caleb C. Wistar
Title: Assistant Chief Health Planner
Address: Tower Bldg., Room 1084 ESP, Albany NY 12237-0053
Telephone Number: 518-473-7019
Facsimile Number: 518-474-0572
E-Mail Address: ccw01@health.state.ny.us

Contractor

Name: Jane Doe, MD
Title: Physician
Address: 2 Western Ave., Apt. 6, Anywhere, NY 11009
Telephone Number: (123) 456-7891
Facsimile Number:
E-Mail Address: JaneDoeMD@email.com

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: _____

VII. End Notes

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

² New York State Center for Health Workforce Studies, *New York Physician Supply and Demand Through 2030*, 2010.

³ In a recent annual report on physicians completing graduate medical training in New York, the Center has observed that a smaller percentage of new physicians are remaining in New York to practice. Moreover, the Center has also observed a slight downward trend in the percentage of physicians with practice addresses in New York among all active physicians licensed to practice medicine in the state. Should these newly observed trends continue, the decline in physicians may begin sooner than predicted in the 2010 report.

⁴ New York State Center for Health Workforce Studies, *2009 New York Residency Training Outcomes: A Summary of Responses to the 2009 New York Resident Exit Survey*, 2009.

⁵ Applications that are subsequently rejected as ineligible by DOH count toward that total.

⁶ I.e., not under indictment for, or convicted of, any felony as defined by the New York State Penal Code, accessible at: <http://public.leginfo.state.ny.us/menuf.cgi>.

⁷ I.e., has, at a minimum, secured relevant state permits to open a practice and has developed a viable business plan.

⁸ It is the applicant's responsibility to see that applications are delivered to the address posted on the cover page of the RFA prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

⁹ To identify if a facility is located in a federally-designated shortage area (HPSA) or medically underserved area (MUA/P): Go to <http://datawarehouse.hrsa.gov/GeoAdvisor/ShortageDesignationAdvisor.aspx>. Insert the address of the facility in which you are interested. The resulting search should yield ALL HPSAs and MUA/Ps, by status, in which the address is located.

¹⁰ To identify if a facility is located in a federally-designated shortage area (HPSA) or medically underserved area (MUA/P): Go to <http://datawarehouse.hrsa.gov/GeoAdvisor/ShortageDesignationAdvisor.aspx>. Insert the address of the facility in which you are interested. The resulting search should yield ALL HPSAs and MUA/Ps, by status, in which the address is located.

¹¹ Individual physicians seeking a loan repayment award and to establish a new practice for which the specific site is unknown may skip, and will not be penalized for not completing, this section.

¹² Defined as least 35 hours (with a minimum of 32 clinical hours) per week for at least 48 weeks per year. The 35 hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work performed in any 24-hour period. Time spent in "on-call" status shall not be applied toward the 35-hour week. Hours worked in excess of 35 hours per week cannot be applied to any other workweek.

¹³ I.e., has, at a minimum, secured relevant state permits to open a practice and has developed a viable business plan.