

**NEW YORK STATE DEPARTMENT OF HEALTH**

A Request for Proposals for

**Wadsworth Center and the Health Research Science Board**

RFP No. 0708160958

**Merit Peer Review Services  
for Breast Cancer Education and Research Applications**

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Schedule of Key Events

Written Questions Due	11/30/07
Letter of Interest Due (optional)	11/30/07
Response to Written Questions	12/14/07
Proposal Due Date	1/4/08 by 4:00 pm
Anticipated Contract Start Date	4/1/08

This RFP, questions and answers, as well as any updates and modifications, may be downloaded at <http://www.nyhealth.gov/funding/>

## Contacts Pursuant to State Finance Law § 139-j and 139-k

### **DESIGNATED CONTACTS:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

Bonnie Jo Brautigam, Program Director  
NYS Dept. of Health  
Wadsworth Center, Room C345  
Empire State Plaza  
P.O. Box 509, Albany NY 12201-0509  
518-402-5033  
**hrsb@wadsworth.org**

### **Permissible Subject Matter Contacts:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contact for communications related to the following subjects: RFP Release Date, Submission of written proposals or bids, Submission of No-Bid Form, Submission of Written Questions, Participation in the Pre-Bid Conference, Debriefings, Negotiation of Contract Terms after Award:

Bonnie Jo Brautigam, Program Director  
NYS Dept. of Health  
Wadsworth Center, Room C345  
Empire State Plaza  
P.O. Box 509, Albany NY 12201-0509  
518-402-5033  
**hrsb@wadsworth.org**

*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E, 10 of this solicitation.*

# **New York State Health Research Science Board**

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**Val Washington\***

New York State Department of Environmental  
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**Marc Wilkenfeld, M.D.**

Columbia University Medical Center

\*ex officio non-voting member

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## **A. INTRODUCTION**

The New York State Cancer Registry indicates that more than 13,000 women are diagnosed with breast cancer and 3,000 women die from this disease each year in New York. Nationally, breast cancer is the leading cause of cancer deaths in women between the ages of 18 and 44.

In 1996, legislation was enacted to establish the eleven-member Health Research Science Board (HRSB). One function of the HRSB is to make scientifically sound funding recommendations to the Commissioner of Health following review of applications for breast cancer biomedical research studies and education projects supported by the Breast Cancer Research and Education Fund. The Fund is financed primarily by contributions made by individuals via check-off on New York State personal income tax return forms. In addition, corporate tax return contributions, donations, and proceeds from the sale of specialty "Drive for the Cure" license plates, are credited to the Fund. Beginning in October, 2000 additional legislation authorized the State to match income tax check-off proceeds, essentially doubling funds available for breast cancer biomedical research and education grants. The Department of Health, Wadsworth Center, fully supports the administration of the HRSB and its programs, including peer review activities, without support from the Fund.

## **B. BACKGROUND**

In conjunction with the Wadsworth Center, the HRSB solicits, reviews, and makes funding recommendations for creative and innovative biomedical research and education projects to be supported by the Fund. The HRSB also conducts activities related to studying the possible link between exposure to pesticides and breast cancer, including review of researcher applications for confidential data from the Pesticide Registry maintained by the State Department of Environmental Conservation.

The HRSB 2005-2006 Biennial Report can be found at  
<http://www.wadsworth.org/new/rfa/index.htm>

On behalf of the HRSB, the New York State Department of Health seeks proposals from qualified organizations to organize scientific panels (sometimes called study sections) and conduct technical merit peer reviews of research and education applications. This includes recruitment of skilled professionals who have experience with peer review procedures, arranging of the peer review meetings, scoring of research applications and other items as listed herein.

## **C. DETAILED SPECIFICATIONS**

### **1. Eligibility**

Any fiscally and legally responsible entity with demonstrated expertise, including a minimum of five years' experience in peer review of research and education

applications, is eligible to submit a proposal. Proposals from unincorporated individuals will not be accepted. Although the entity and its staff may or may not be located in New York State, to avoid any potential conflict of interest all reviewers must reside outside of the State.

## **2. Overall Activities**

Through processes that are generally recognized by the scientific community to be highly credible, objective and comprehensive, the successful bidder must demonstrate the ability to perform and supply each of the following:

- Receive applications and screen for compliance.
- Perform scientific and technical merit peer review of research and education applications.
- Implement and follow procedures that provide for an established and systematic process of reviewing applications to ensure ethical standards of conduct and high quality research and education.
- Provide written reports summarizing efforts during the reporting period to provide and improve services.
- Provide support services such as conference management and travel logistics.
- Assure compliance with standards regarding conflict of interest, human subjects research and vertebrate animal research.

Partial bids or bids containing subcontracts will not be accepted.

## **3. Scope of Work**

The contractor will review (through the peer review process) and score anticipated annual applications for multiyear grant mechanisms described below. A copy of the most recent Requests for Applications (RFAs) are included here as Attachments 14-16.

Traditionally, three grant mechanisms have been offered through the program. These include:

- Postdoctoral Fellowship Grants – intended to support the continued training of basic or clinical investigators with exceptional potential for making significant contributions to the field of breast cancer research.
- Peter T. Rowley Research Grants (formerly known as EMPIRE Grants) – intended to provide initial support for preliminary testing of novel or high-risk hypotheses related to breast cancer.
- Patricia S. Brown Breast Cancer Education Community Based Demonstration Grants – intended to increase knowledge about breast cancer through the development and use of effective educational tools and programs

### Research Topic Areas

The HRSB expects that outcomes of supported activities will benefit subsequent breast cancer research or education efforts, breast cancer policy or the continuum of breast cancer care – from prevention to treatment and cure. To fulfill this vision, applications may address any topic or issue related to breast cancer biology, causation, prevention, detection or screening, treatment (including treatment of its effects) or cure. Any investigative approach appropriate to the application topic may be used, including, but not limited to, basic, behavioral, clinical, demographic, environmental, epidemiological, psychosocial or translational research.

### Education Topic Areas

Presented in alphabetical order, the following topics are eligible for funding: biology of the normal breast, earlier detection, etiology of breast cancer, innovative diagnosis and treatment modalities; methods in cancer research, pathogenesis of disease, risk reduction education, and socio-cultural, behavioral and psychological issues. Programs and materials limited to breast self-examination are ineligible for funding.

### Anticipated Volume of Applications

Prospective bidders should note that two RFAs are expected to be issued each year covering the three grant mechanisms described above. Notably, none of the RFAs have been issued annually in the past. Historically, with each issuance, the program has received:

- Approximately 70 applications in response to the Postdoctoral Fellowship Grants RFA
- Approximately 30 applications in response to the Peter T. Rowley Research Grants
- Fewer than 10 education applications in response to the Patricia S. Brown Breast Cancer Education Community-Based Demonstration Grants RFA.

One RFA will be issued for the scientific applications (typically a Fall due date), and a separate RFA will be issued for educational applications (typically a Spring due date). Bidders are requested to submit a bid price based on the number of applications anticipated to be reviewed as a result of any one RFA. The application ranges for budget preparation are as follows:

- 5 to 40 applications
- 41 to 70 applications
- 71 to 100 applications.

Bid prices submitted for each of the three ranges (likely scenarios) will be totaled to enable reviewers to evaluate bids on an equal basis.

#### **4. Specific Requirements**

The selected contractor must assume full responsibility for the services offered in the proposal for the duration of the agreement. All work is to be completed by the bidder to the satisfaction of the Department. The successful contractor is expected to assume all costs and responsibilities for transcribing, preparing and producing the written products.

This RFP requires that face-to-face peer review panel meetings be the basis for the proposal. In addition, the bidder may propose alternate methods for conducting peer reviews. The Department reserves the right to change the peer review method for any peer review cycle conducted by the successful bidder throughout the contract term if an alternate method is deemed by the HRSB program to be more efficient, effective, or cost-effective.

##### **a. Staffing**

The contractor must identify and designate one or more staff person(s), who has the rank and authority, to make decisions on behalf of the contractor and to act as liaison with Department of Health staff to ensure completion of all tasks required for this project. This individual must be an experienced manager, be committed to the objectives of this project, and be able to dedicate as much of his/her time on this project as is necessary. The contractor must have access to a sufficient number of reviewers who possess years of experience in peer review procedures as well as health science administration related to biomedical and behavioral research and education. These staff will be recruited based on their possession of the appropriate scientific credentials; maintenance of a record of academic publications within the pertinent disciplines; and specific educational, teaching, and/or research experience. Most will have experience in managing competitive federally funded research projects. Additional staffing requirements may be found in Section 4.b. Pre-Meeting Activities, below.

##### **b. Pre-Meeting Activities**

For each RFA drafted by the program, the contractor will provide technical assistance and consultation regarding RFA improvements that can facilitate the peer review process. In advance of each RFA due date, the HRSB program staff will provide the contractor with necessary information to design reviewer instructions and forms for the peer review process including, but not limited to, evaluation criteria. HRSB program staff will approve the reviewer instructions and forms prior to the contractor distributing them to reviewers for use. Similarly, the program staff will have final approval on selected peer review panel members. Prior to the review panel meeting, the contractor will hold a kick-off meeting with HRSB program staff to ensure proper peer review panel assembly, discuss and finalize post-review report contents, and review other details as necessary.

Applications responding to the RFAs will be submitted to the HRSB program staff. Each application will be assigned a log number by program staff. Those which meet the minimum requirements (Pass/Fail) will be forwarded to the contractor on

CD-ROM in Microsoft Word Document (.doc) and/or Portable Document File (.pdf) formats. The contractor staff will assess each forwarded application's compliance with additional requirements specified in the RFA, such as page limitations, font size, etc. Program staff will make final determinations with respect to compliance issues identified by the contractor.

Following the assessment of conflicts of interest made by the contractor staff in conjunction with Scientific Merit Peer Review Committee (Review Committee) members, the contractor will assign compliant applications to the approved Review Committee members, and forward the applications, reviewer critique templates, and instructions to the members for review. All reviewers will be required to submit their critiques in writing to the contractor prior to the peer review meeting. Written reviewer critiques will contain a summary statement and a critique of the application categorized by the appropriate evaluation criteria for the specific grant mechanism.

Each Review Committee will be comprised of a Scientific Review Administrator (SRA), a Chairperson, and several Peer Reviewers. The contractor will recruit SRA's from highly skilled professionals in their employ who possess years of experience in peer review procedures, as well as health science administration related to biomedical and behavioral research. The SRA is a non-voting member of the Review Committee who exerts a critical leadership role in the peer review process. The SRA has the overall responsibility to ensure that the peer review panel proceedings are accurately recorded and the integrity of the review process is maintained. The Review Committee Chairperson is a senior individual selected on the basis of his/her standing in the scientific community, prior peer review experience, experience leading a research program, and expertise in the area(s) related to the subject matter of the applications to be reviewed. The Chairperson is a voting member of the Review Committee who works closely with the SRA, presides at the meeting, provides leadership in moderating and guiding panel members in their peer review deliberations, and ensures that each application receives a fair review on the basis of merit. In turn, Review Committee members are responsible for thoroughly reviewing and providing written evaluations of their assigned applications as well as orally presenting their evaluations to the Review Committee and actively participating in the assessment, discussion, and voting of all applications reviewed by the Review Committee. The contractor will recruit highly competent and experienced scientists, physicians, educators, and breast cancer survivors to serve as Review Committee members. Scientists and physicians will be identified and recruited based on their possession of the appropriate credentials in the areas of breast cancer research, education, prevention and treatment; maintenance of a record of academic publications within the pertinent disciplines; and specific experience in their field. Breast cancer survivor members will be identified and recruited based on their demonstrated: understanding of basic scientific and peer review principles; experience in peer review; and a minimum of two years' experience as a recipient of breast cancer education or health care services. In addition, the

majority of Review Committee members will have experience in scientific peer review and in managing competitive federally funded research projects.

Administrative and logistics planning of the peer review meeting occur simultaneously. The contractor will select the meeting location, limited by NYS per diem rates, make travel and hotel arrangements for meeting attendees, and prepare meeting materials. Lunch and refreshments will be provided by the contractor during the review meeting.

**c. Meeting Activities**

At the peer review meeting, the Review Committee will meet to review assigned applications. Each application will be presented by the assigned reviewers to the rest of the committee. A complete committee discussion will ensue after these presentations. Committee members will then be required to complete a scoring sheet. The contractor will be responsible for ensuring the proper conduct of the meeting, and provide technical assistance and support as necessary throughout the meeting.

**d. Post-Meeting Activities**

Upon completion of peer review, scores will be prepared by the SRA, and calculated for each application. Score reports and peer review summary statements, which accurately report the findings of the Review Committee, will be prepared by the contractor for every application. These reports, including summary statements and copies of the applicants' scientific and lay abstracts, will be delivered to program staff in electronic (Microsoft products) and paper formats. Upon acceptance by HRSB program staff, the contractor will provide a report to each HRSB member in paper format. In addition, technical support will be provided to the HRSB program staff as needed to fulfill the requirements of the HRSB.

**e. Reporting**

Post-meeting reports

See Section 4.d. Post-Meeting Activities, above.

Semi-annual progress reports

Semi-annual written reports are to be submitted in electronic format (Microsoft products) by the contractor within 30 days of the end of the period. The first period begins on the start date of the contract. For each reporting period, the report will include a summary of activities and tasks completed, progress toward the attainment of milestones, and a brief statement of activities planned for next reporting period, including recommendations to improve contractor performance.

Final report

Within 60 days of the termination date of the contract, the contractor will submit a final written report in electronic (Microsoft products) and paper formats. The final

report will summarize the work performed and the outcomes of the merit peer review processes.

Other reports

The contractor will provide other reports as requested by the HRSB program staff to fulfill the requirements of the HRSB and the Department, including but not limited to, reports required of all New York State contractors.

**D. PROPOSAL REQUIREMENTS**

**1. Proposal Format**

All relevant federal and State laws and regulations must be observed. These include, but are not limited to, statutes pertinent to confidentiality, safety and health standards, equal opportunity in recruitment, salary standards, and assurance that bidders comply with federal protection of human subjects and animals.

So that all proposals can be evaluated fairly, a uniform proposal format is requested. The proposal should be submitted using the format, headings and contents as outlined in Sections 1.a. and 1.b., below. Elaborate brochures, reproduced copies, or printouts of standard manuals or sales literature may not be substituted for the required proposal narratives and responses, but may be included as an appendix. Appended material may not be used to circumvent the page limits below. Proposals should be typewritten using Arial 12 point font, paginated, reproduced on letter size (8½ " x 11") paper and legible in all required copies. Margins should be at least ½" in all directions. ***Up to four (4) points will be deducted for proposals deviating from this format.***

Information submitted should be specific as to approach, services to be provided, qualifications of bidders and/or staff and any other items being included. Any trade secrets for which the bidder seeks protection from disclosure under the NYS Freedom of Information Law (FOIL) as a trade secret must be clearly marked.

**a. Technical Proposal**

The Technical Proposal should be limited to a maximum of 12 typewritten pages, excluding the cover page, letters of reference and appendix material.

Cover Page

Attachment 1 must be completed and signed by an official authorized to bind and speak on behalf of the organization.

Bidder Experience

Eligible bidders must meet minimum qualifications described in Section C.1., Eligibility.

Provide a brief description of the organization's background and relevant experience with other biomedical peer review projects. To substantiate this experience, a minimum of three references from health-related research and education sponsors, including at least one from an organization that sponsors cancer-related research, are required. For each reference, provide the name of the sponsoring agency, a contact name and professional title, address and telephone number; also provide a brief description of the scope of the services provided, deadlines, reports produced, etc.

#### Approach

Provide a detailed workplan for the first year of the contract. Include all specific tasks, activities, and related operations to be used in accomplishing the activities described in Section C. Detailed Specifications. Provide evidence of the organization's ability to accomplish the proposed workplan. Provide the rationale for the approach proposed explaining relevant issues. Describe previous experience in implementing the approach described.

#### Bidder Qualifications and Staffing

The bidder must demonstrate that it has the knowledge, skills, abilities, capacity and experience to implement the proposed project activities as described in Section C. Detailed Specifications. Provide a brief summary of the background, qualifications, and staffing plan of the bidder. Include the name, qualifications, experience and accomplishments relative to this project of the individual designated by the bidder as the lead staff person to oversee the contract and ensure that all project needs and requirements are met. Identify job descriptions for typical positions selected.

#### Access to Reviewers and Meeting Environment

Describe the proposed facilities and equipment available to meet the project requirements specified in Section C. Detailed Specifications. Describe the organization's access to qualified reviewers. Provide details regarding the scientific environment and other resources necessary to support the workplan and to meet the Detailed Specifications delineated in Section C.

### **b. Cost Proposal**

The Cost Proposal is comprised of the following forms:

#### Cover Page

Attachment 2 must be completed and signed by an official authorized to negotiate a contract on behalf of the organization.

#### Bid Form

Attachment 4 must be completed and signed by an authorized official.

### Bid Proposal by Deliverable and Activity

Information presented on Attachment 3 should correspond to the work plan presented in the Technical Proposal's section labeled "Approach." Bid cost must be predicated upon face-to-face meetings of the peer review panels. Bidders are asked to propose separate costs at three (3) levels of effort (5-40, 41-70 and 71-100 applications reviewed).

The State of New York will not be held liable for any cost incurred by the bidder for work performed in the preparation and production of a proposal.

Bid prices shall include all ancillary costs, such as printing, secretarial, data entry, as well as any and all travel costs.

Any resulting contract will allow payment for services at the appropriate range for each peer review conducted.

## **2. Method of Award**

### **a. Vendor Selection**

#### Pass/Fail Assessment

All proposals will be reviewed by HRSB program staff to ensure that minimum criteria are met. Proposals that do not meet the following minimum criteria will not be forwarded to the review panel for evaluation and rating:

- proposal packages must be received by 4:00 PM on the date and at the address specified in the RFP
- proposal packages must contain one signed original and six copies of the entire proposal package
- proposal must not require the use of subcontractors to complete the work
- bidder must not be unincorporated individual(s)
- bidder must demonstrate a minimum of 5 years' experience performing peer review of research and education applications
- proposal packages must include separate technical and cost proposals
- technical proposal must include a completed and signed cover page (Attachment 1)
- technical proposal must contain a minimum of three letters of reference
- cost proposals must be properly labeled and sealed, and include completed and signed cover page (Attachment 2) and bid form (Attachment 4)
- cost proposals must contain a completed bid proposal by deliverable and activity (Attachment 3).

#### Evaluation Process

The Department of Health will conduct a comprehensive, fair, and impartial evaluation of each proposal in response to this RFP according to Department rules. HRSB program staff will supervise the review and scoring of all proposals. The Department will notify all bidders in writing when it makes its final selection.

The basis of the award will be the highest composite Technical Evaluation and Cost Evaluation score. Separate teams of staff will evaluate the technical and cost proposals. The maximum score is 100 points.

The evaluation of proposals will determine which services provide the "Best Value" to the State. Under NYS Procurement Guidelines, "Best Value" is the basis for awarding all service contracts, which optimize quality, cost and efficiency, among responsive and responsible offers."

Upon determination of the "Best Value" proposal and approval by the Office of the State Comptroller, the Department will develop a binding contract with the selected bidder to provide the services. In the case of failure to execute a contract with the selected bidder, the Department may pursue a contract for the services proposed by the next best rated bidder. The Department will administer any contract that is executed between the Contractor and the State.

At the discretion of the Department of Health, all bids may be rejected in whole or in part. The evaluation of the bids will include the following considerations:

#### Proposal Scoring and Merit Review Criteria

Proposals that "pass" the Pass/Fail Assessment described above will be reviewed by a panel consisting of the HRSB and Department staff. Those proposals will be scored as described below. The proposal with the highest total (technical plus financial proposal) score will be awarded. The State reserves the right to award all or parts of a proposed scope of work or to not award any contract, at its discretion. The State may award a contract to a bidder if only one proposal is received.

Proposals that meet the minimum qualifications will be scored on a scale of 0 to 20, for each of the following requirements, with 0 reflecting low merit and 20 reflecting high merit. An overall score will also be provided by reviewers.

## **TECHNICAL PROPOSAL COMPONENT**

### **Bidder's Experience - 20% weight**

Does the bidder's experience demonstrate the ability to:

- Receive applications and screen for compliance
- Perform scientific and technical merit peer review of research and education applications
- Implement and follow procedures that provide for an established and systematic process of reviewing applications to ensure ethical standards of conduct and high quality research and education

- Provide written reports summarizing efforts during the reporting period to provide and improve services
- Provide support services such as conference management and travel logistics
- Assure compliance with standards regarding conflict of interest, human subjects research and vertebrate animal research.

**15 points**

Does the bidder have experience with peer review processes for federal and/or state government agencies that sponsor health-related research and not-for-profit national research sponsors?

**5 points**

**Approach - 20% weight**

Does the workplan design and methods present an appropriate and detailed plan to achieve all required tasks necessary to fulfill the requirements of the RFP?

**10 points**

Does the bidder provide evidence of the ability to accomplish the workplan?

**5 points**

Does the bidder acknowledge potential problem areas and consider alternative methods/tactics?

**2 points**

Does the approach provide adequate flexibility to address the varying numbers of applications, types of RFAs, and describe alternate peer review formats?

**3 points**

**Bidder's Qualifications and Staffing - 20% weight**

Does the staffing plan represent the knowledge, skills, abilities, capacity, and experience to implement the proposed project activities and volume?

**10 points**

Does the organization's lead staff person, program staff, support staff and information technology staff have the appropriate background to carry out this work?

**5 points**

Is there adequate staff in all areas of expertise necessary to conduct the reviews?

**5 points**

**Access to Reviewers and Meeting Environment - 20% weight**

Does the bidder have access to and a working knowledge of reviewers with the appropriate experience necessary to perform the reviews for each type of RFA, including access to sufficient numbers of reviewers from outside New York State to manage conflicts of interest and adequately seat Review Committees?

**10 points**

Does the bidder maintain appropriate information technology and other electronic/equipment capacity to support the workplan?

**5 points**

Does the bidder maintain or have access to an appropriate location in which to conduct review meetings?

**5 points**

**COST PROPOSAL COMPONENT – 20% weight**

Scoring of financial proposals is based only on total bid price.

**20 points**

**Total Score**

**0-100 points**

**E. ADMINISTRATIVE INFORMATION**

**1. Issuing Agency**

This Request for Proposal (RFP) is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

**2. Inquiries**

Any questions concerning this solicitation must be directed in writing or via Email to:

Bonnie Jo Brautigam  
NYS Department of Health  
Wadsworth Center, Room C-345  
Empire State Plaza  
Post Office Box 509  
Albany, New York 12201-0509  
hrsb@wadsworth.org

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by 12/14/07. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

### **3. Submission of Proposals**

Interested vendors should submit one (1) original and six (6) signed copies of their complete bid package (Technical Proposal with appended material and Cost Proposal) in one package. No cost information should be provided in the Technical Proposal. Responses to this solicitation should be clearly marked "HRSB Peer Review Proposal" and directed to:

New York State Department of Health  
Wadsworth Center, Room C-345  
Empire State Plaza  
PO Box 509  
Albany, NY 12201-0509  
Attention: Bonnie Jo Brautigam

Inside the single mailing package, the original and six copies of the Cost Proposal portion of the bid package must be in a separately sealed envelope clearly marked "HRSB Peer Review – Financial Proposal", with the bidder's legal name and contact information clearly indicated on the envelope containing the Cost Proposal.

It is the bidders' responsibility to see that complete bid packages are delivered to Room C-345 prior to the date and time of the bid due date - 4:00 p.m., 1/4/08. Late bids due to delay by the carrier or not received in the Department's mail room by 4:00pm will not be considered.

1. The Bid Form must be filled out in its entirety.
2. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
3. All evidence and documentation requested under Section D, Proposal Requirements must be provided at the time the proposal is submitted.

### **4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO**

- a. Reject any or all proposals received in response to this RFP.
- b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.

- c. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
- d. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
- e. Eliminate mandatory requirements unmet by all offerers.
- f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

## **5. Payment**

If awarded a contract, the contractor shall submit invoices to the State's designated payment office:

NYS Department of Health  
Wadsworth Center, Room C345  
Empire State Plaza  
PO Box 509  
Albany, NY 12201-0509

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment will be made for actual services delivered and upon acceptance of each deliverable product. Final payment will be made upon acceptance of the final report.

## **6. Term of Contract**

This agreement shall be effective upon approval of the NYS Office of the State Comptroller for a contract period of five years, projected to commence on 04/01/08 and end on 03/31/13.

This agreement may be canceled at any time by the Department of Health giving to 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 canceled.

## **7. Debriefing**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of

the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than three months from date of award announcement.

## **8. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 9) with their Technical Proposal.

## **9. State Consultant Services Reporting**

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract (Attachment 10).

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service (Attachment 11).

**NOTE: Do not include Attachments 10 and 11 with your proposal. These documents will be requested as a part of the contracting process should you receive an award.**

## 10. Lobbying Statute

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the Temporary State Commission on lobbying;
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York Temporary State Commission on Lobbying (Lobbying Commission) regarding procurement lobbying, the Lobbying Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the Lobbying Commission.

## **11. Accessibility of State Agency Web-based Intranet and Internet Information and Applications**

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy P04-002, “Accessibility of New York State Web-based Intranet and Internet Information and Applications”, and NYS Mandatory Technology Standard S04-001, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to NYS Mandatory Technology Standard S04-00, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

## **12. Information Security Breach and Notification Act**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s

financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

### **13. New York State Tax Law Section 5-a**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF (Attachment 12).

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF

(Attachment 13). Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

## F. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposal will, itself, be referenced as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal  
The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E  
Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
  - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
    - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
    - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
    - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers'

Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

- **DB-120.1** – Certificate of Disability Benefits Insurance
- **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

**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.**

## **G. ATTACHMENTS**

1. Technical Proposal Cover Page
2. Cost Proposal Cover Page
3. Bid Proposal by Deliverable (2 forms – Detail and Summary)
4. Bid Form
5. No-Bid Form
6. Appendix A – Standard Clauses for All New York State Contracts
7. Appendix D – General Specifications
8. Proposal Checklist
9. Vendor Responsibility Attestation
10. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
11. State Consultant Services Form B, Contractor's Annual Employment Report
12. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
13. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
14. Sample RFA for Postdoctoral Fellowship Grants
15. Sample RFA for EMPIRE Grants
16. Sample RFA for Patricia S. Brown Breast Cancer Education Community Based Demonstration Grants

**ATTACHMENT 1**  
**TECHNICAL PROPOSAL COVER PAGE**

RFP #: \_\_\_\_\_

Proposal for Merit Peer Review Services  
for Breast Cancer Education and Research Applications

Bidder's Organization Name: \_\_\_\_\_

Bidder's Organization Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Employer's Identification Number: \_\_\_\_\_

Original  or Copy

Individual to Contact Regarding this Proposal:

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

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

Organization Director:

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

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

I hereby certify that the information provided in the enclosed proposal is accurate to the best of my knowledge and that the proposal will remain valid for at least 90 days from the date of submission.

Authorized Official Name \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT 2**

**COST PROPOSAL COVER PAGE**

RFP #: \_\_\_\_\_

**Proposal for Merit Peer Review Services  
for Breast Cancer Education and Research Applications**

Bidder's Organization Name: \_\_\_\_\_

Bidder's Organization Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Employer's Identification Number: \_\_\_\_\_

Original  or Copy

Individual to Contact Regarding this Proposal:

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

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

Organization Fiscal Officer authorized to negotiate contracts on behalf of the bidder:

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

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

I hereby certify that the information provided in the enclosed proposal is accurate to the best of my knowledge and that the proposal will remain valid for at least 90 days from the date of submission.

Authorized Official Name \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT 3**

Bidder's Organization Name \_\_\_\_\_

**BID PROPOSAL BY DELIVERABLE AND ACTIVITY (YEAR ONE DETAIL)**

*Present total bid price for each deliverable and sub-activity for contract year 1 only.*

Deliverable Products	First Year Completion Timeframe (start-end dates)	First Year Total Cost to review	First Year Total Cost to review	First Year Total Cost to review
		5-40 RFAs	41-70 RFAs	71-100 RFA's
1) Receive applications and screen for compliance.				
Activity description (insert lines if needed):				
a)				
b)				
c)				
d)				
Subtotal (cost)	XXXXXXXX			
2) Perform scientific and merit peer review of research applications. Implement and follow procedures that provide for an established and systematic process of reviewing applications to ensure quality research.				
Activity description (insert lines if needed):				
a)				
b)				
c)				
d)				
Subtotal (cost)	XXXXXXXX			
3) Provide support services such as conference				

Deliverable Products	First Year Completion Timeframe (start-end dates)	First Year Total Cost to review 5-40 RFAs	First Year Total Cost to review 41-70 RFAs	First Year Total Cost to review 71-100 RFA's
management and travel logistics.				
Activity description (insert lines if needed):				
a)				
b)				
c)				
d)				
Subtotal (cost)	XXXXXXXX			
4) Provide post-meeting reports, semi-annual progress reports and a final written report.				
Activity description (insert lines if needed):				
a)				
b)				
c)				
d)				
Subtotal (cost)	XXXXXXXX			
<b>First Year TOTAL</b>	XXXXXXXX			

## YEARS 1-5 BID PROPOSAL BY DELIVERABLE (SUMMARY)

Deliverable Products	Year 1			Year 2			Year 3		
	5-40 RFA's	41-70 RFA's	71-100 RFA's	5-40 RFA's	41-70 RFA's	71-100 RFA's	5-40 RFA's	41-70 RFA's	71-100 RFA's
1) Receive applications and screen for compliance.									
2) Perform scientific and merit peer review of research applications. Implement and follow procedures that provide for an established and systematic process of reviewing applications to ensure quality research.									
3) Provide support services such as conference management and travel logistics.									
4) Provide post-meeting reports, semi-annual progress reports and a final written report.									

Deliverable Products	Year 4			Year 5			Year 1-5 Totals		
	5-40 RFA's	41-70 RFA's	71-100 RFA's	5-40 RFA's	41-70 RFA's	71-100 RFA's	5-40 RFA's	41-70 RFA's	71-100 RFA's
1) Receive applications and screen for compliance.									
2) Perform scientific and merit peer review of research applications. Implement and follow procedures that provide for an established and systematic process of reviewing applications to ensure quality research.									
3) Provide support services such as conference management and travel logistics.									
4) Provide post-meeting reports, semi-annual progress reports and a final written report.									
<b>TOTAL</b>									

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**GRAND TOTAL**



1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

**D.** Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
<input type="checkbox"/>	<input type="checkbox"/>	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

-----

\_\_\_\_\_

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**ATTACHMENT 5  
NEW YORK STATE  
DEPARTMENT OF HEALTH**

**NO-BID FORM**

PROCUREMENT TITLE: \_\_\_\_\_ FAU # \_\_\_\_\_

Bidders choosing not to bid are requested to complete the portion of the form below:

- We do not provide the requested services. Please remove our firm from your mailing list
- We are unable to bid at this time because:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Please retain our firm on your mailing list.

---

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.**

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

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

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

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or

Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

#### **11. IDENTIFYING INFORMATION AND PRIVACY**

**NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers. (b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

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

#### **12. EQUAL EMPLOYMENT OPPORTUNITIES FOR**

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

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

termination and rates of pay or other forms of compensation; (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

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

Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or

(b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities

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

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

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

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

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June, 2006

**Attachment 7**  
**APPENDIX D**  
**GENERAL SPECIFICATIONS**

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. 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.
- I. **Non-Collusive Bidding**  
By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**  
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification -- The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

## 2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

## 3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

O. No Subcontracting

Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor

The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment

If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements

The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently

performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments

This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor.
2. If, in the judgement of the Department of Health, the Contractor 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 this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work

covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

- a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
- b. Policies of Bodily Injury Liability and Property Damage Liability  
Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
  - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
  - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
  - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by

its subcontractors, including omissions and supervisory acts of the State.

#### Y. 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 nonprocurement 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 PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

##### Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement 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 5 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 exclude 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.

## Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise

disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
  - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
  - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

#### AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual

Employment Report" no later than May 15<sup>th</sup> following the end of each state fiscal year included in this contract term. This report must be submitted to:

- a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11<sup>th</sup> Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

**BB. Provisions Related to New York State Procurement Lobbying Law**

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

**CC. Provisions Related to New York State Information Security Breach and Notification Act**

1. 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.

**ATTACHMENT 8**  
**PROPOSAL CHECKLIST**

**Mandatory items are indicated by bold text.**

- Signed original and 6 copies of the proposal package**

**Technical Proposal**

- Completed and Signed Technical Proposal Cover Page (Attachment 1)**
- Bidder Experience**
  - A minimum of 3 letters of reference**
  - A minimum of 5 years' experience in peer review of research and education applications**
- Approach
- Bidder Qualifications and Staffing
- Access to Reviewers and Meeting Environment
- Appendix Material
- Vendor Responsibility Attestation (Attachment 9)

**Cost Proposal**

- Cost Proposal in a sealed and properly marked envelope**
- Completed and Signed Cost Proposal Cover Page (Attachment 2)**
- Bid Proposal by Deliverable and Activity (Attachment 3 – four page form)**
- Completed and Signed Bid Form (Attachment 4)**

**ATTACHMENT 9**  
**Vendor Responsibility Attestation**

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
  
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
  
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

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

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

Organization: \_\_\_\_\_

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

**ATTACHMENT 10**

State Consultant Services <b>FORM A</b>
--

<b>OSC Use Only</b> Reporting Code: Category Code: Date Contract Approved:
---

Contractor's Planned Employment  
 From Contract Start Date through End of Contract Term

New York State Department of Health Contractor Name:	Agency Code 12000 Contract Number:
Contract Start Date: / /	Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of  
 (use additional pages if necessary)

## **Instructions**

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

- Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.
- Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15<sup>th</sup> of each year to the following three addresses:
1. the designated payment office (DPO) outlined in the consulting contract.
  2. NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting  
or via fax to –  
(518) 474-8030 or (518) 473-8808
  3. NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Consultant Reporting

### Completing the Reports:

**Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.

**Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

**Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

**Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

**Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**ATTACHMENT 11**

State Consultant Services <b>FORM B</b>
--

<b>OSC Use Only</b> Reporting Code: _____
--

Contractor's Annual Employment Report  
 Report Period: April 1, \_\_\_\_ to March 31, \_\_\_\_

New York State Department of Health	Agency Code 12000
Contract Number:	
Contract Start Date: / /	Contract End Date: / /
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Chose one that best fits):

Analysis	Evaluation	Research
Training	Data Processing	Computer Programming
Other IT Consulting	Engineering	Architect Services
Surveying	Environmental Services	Health Services
Mental Health Services	Accounting	Auditing
Paralegal	Legal	Other Consulting

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:  
 Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of  
 (use additional pages if necessary)

## Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

- Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.
- Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15<sup>th</sup> of each year to the following three addresses:
4. the designated payment office (DPO) outlined in the consulting contract.
  5. NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting  
or via fax to –  
(518) 474-8030 or (518) 473-8808
  6. NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Consultant Reporting

### Completing the Reports:

**Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.

**Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

**Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

**Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

**Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**ATTACHMENT 12**

N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD



# Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-TD

(6/06)

**For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).**

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ( )
Covered agency name	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at [www.nystax.gov](http://www.nystax.gov). Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

## Need help?

 **Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)

 **Fax-on-demand forms:** 1 800 748-3676

 **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

**Sales Tax** Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
*(name)* *(title)*  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

**Section 1 — Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 — Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 — Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*





**ATTACHMENT 13**

N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA



# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_

(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(sign before a notary public)

(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

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Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

**ATTACHMENT 14**

Sample RFA for Postdoctoral Fellowship Grants

New York State Health Research Science Board  
Breast Cancer Research and Education Program

---

Award Year 2004

# Guidelines, Instructions and Application Forms for Postdoctoral Fellowships

Administered by the  
New York State Department of Health  
Wadsworth Center  
Office of Extramural Funding  
Room C675  
Empire State Plaza  
Albany, NY 12201-0509

---

*“Under Governor Pataki’s leadership, New York has taken major steps to protect and ensure that the special health care needs of women with breast cancer are met. Ongoing research plays a vital role in New York’s efforts to not only find a cure but to help prevent and treat women who are already coping with the devastating effects of breast cancer.”*

Antonia C. Novello, M.D., M.P.H., Dr.P.H.  
New York State Commissioner of Health

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**Letter of Intent Deadline: January 17, 2005**

**DEADLINE FOR SUBMISSION: APRIL 11, 2005**

The NYS Breast Cancer Research and Education Program Postdoctoral Fellowships Request for Applications are also available at: <http://www.wadsworth.org/new/rfa/hrsb/index.htm>. Application forms may be completed on-line and then printed for submission with the rest of the mailed application.

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# Breast Cancer Research and Education Program

## I. Program Information

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### A. Background

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Each year more than 12,000 women are diagnosed with breast cancer in New York State, and nearly 3,000 women die from this disease. In response to this crisis, Governor George E. Pataki authorized legislation in 1996 creating the Breast Cancer Research and Education Fund (the Fund). The Fund is financed by donations made on New York State income tax forms, direct gifts to the Fund, and proceeds from sales of “Drive for the Cure” specialty license plates. In October 2000, Governor Pataki signed legislation authorizing State funds to match dollar-for-dollar check-off donations and specialty plate proceeds. The Health Research Science Board (the Board), whose membership roster appears on page 19, administers the Fund. Among the Board’s main duties are to solicit, review and recommend to the Commissioner of Health creative and innovative research or education projects for support by the Fund. At least \$2 million is expected to be available to support this competition cycle.

### B. Program Objectives

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The intent of the Postdoctoral Fellowships awards is to support the continued training of basic or clinical investigators with exceptional potential for making significant contributions to the battle against breast cancer. For this round of competitions, our goal is to fund postdoctoral fellowships. We anticipate a separate mechanism for community-based organizations (CBO) to be announced later.

The Board expects that outcomes of supported activities will benefit subsequent research or education efforts, breast cancer policy or the continuum of breast cancer care – from prevention to treatment. To fulfill this vision, applications may address any topic or issue related to breast cancer causation, prevention, detection, treatment or cure. Any investigative approach appropriate to the application topic may be used, including, but not limited to, basic, behavioral, clinical, environmental, epidemiological or psychosocial research. Award

recipients and project titles from earlier competition cycles are listed on pages 20 - 22.

### C. Eligibility

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The proposed research project must be formulated and agreed upon by the fellowship sponsor (or mentor) and the postdoctoral candidate, and described in detail in the application.

#### 1. Citizenship

There are no citizenship restrictions for either candidate or sponsor.

#### 2. Degree Requirements

Candidates and sponsors must have doctoral-level degrees (e.g., Ph.D., M.D., D.V.M, Psy.D., Ed.D., etc.) by the award start date of October 1, 2005.

#### 3. Applicant Organization

Eligible applicant organizations include academic or medical institutions, State or local government agencies, or any other institution within the State of New York. Unaffiliated individuals are ineligible for awards.

No more than one award will be made to the same laboratory, although more than one may be made to the same institution.

Organizations awarded funds must have the ability to monitor funds, maintain individual accounts and fulfill other fiscal management criteria.

#### 4. Additional Eligibility Requirements

##### a) Sponsors/Mentors

To encourage new or cross-disciplinary approaches to breast cancer research, fellowship sponsors need not be well established in the breast cancer field, although they should be

highly qualified to supervise the proposed project. Sponsors who are five years or less into their first permanent position are encouraged to identify a more senior collaborator to co-sponsor the fellow. Sponsors may submit more than one fellowship application; however, only one award will be made per sponsor.

*b) Candidates*

Fellowship nominees may have no more than two years of prior postdoctoral training under the sponsor's supervision by the expected start date of the award. Candidates may have more than one sponsor to enhance training, but only one sponsor of record is permitted.

## **D. Award Size and Duration**

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Total support requested may be up to \$60,000 per year for a two-year period, beginning no earlier than October 1, 2005.

## **E. Stipend and Allowances**

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Fellowship funding is provided to the host institution, except where otherwise noted. A Postdoctoral Fellowship consists of a stipend, a travel allowance, and research related expenses.

### **1. Fellow's Stipend**

For each fellow's stipend, \$35,000 is to be allocated for year-one and \$37,000 for year two. Support for fringe benefits may be requested in accordance with institutional guidelines for postdoctoral fellows, provided that such support is administered consistently by the applicant organization as a direct cost to all sponsors. The stipend may be supplemented by other sources to offset the cost of living; however, in such case additional effort may not be required from the fellow.

Basic and clinical research fellows are to be involved in their proposed training full-time. Research clinicians must restrict clinical duties to those activities that are directly related to the research training experience.

## **2. Additional Allowance**

Funds must be budgeted for:

- a) **If required**, travel to New York City to present project results to the Board; and
- b) **If required**, travel for the fellow to participate at one national scientific meeting.

**Remaining funds may be applied to other allowable costs, e.g., fringe benefits and purchase of research supplies.** Note: the Board expects the sponsor, the institution or other external funding sources to contribute to the cost of supplies and other expenses for each fellow's research project.

## **3. Facilities and Administration Costs**

Facilities and administration costs are limited to 8 percent of total project costs and, if waived, may be used to supplement the fellow's stipend.

## **F. Application Information – Questions and Answers**

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To clarify any questions concerning the request for applications (RFA), program administrators will accept questions from potential applicants through January 28, 2005.

Questions must be submitted in writing and should be mailed or faxed to Martin D. Sorin, Ph. D. at

Breast Cancer Research and Education Program  
New York State Department of Health  
Wadsworth Center  
Office of Extramural Funding, Rm. C675  
Empire State Plaza  
Albany, N Y 12201-0509  
Fax: 518-486-2798

All questions and answers will automatically be made available to those applicants who submit a Letter of Intent (refer to next section). The questions and answers will also be posted by February 8, 2005 on our website at:

<http://www.wadsworth.org/new/rfa/hrsb/index.htm>.

## **G. Letter of Intent**

**The submission of a non-binding letter of intent to submit application is strongly recommended so that an adequate number of reviewers is reserved. Please fax your letter to (518) 486-2798 by January 17, 2005.**

## **H. Application Selection Process**

### **1. Pass/Fail**

Applications will first be examined for completeness by program administrators. Incomplete applications, such as those that do not include the fellow's three signed sealed references (refer to page 4, bullet 6) will not be considered for review.

**Complete applications will be reviewed for scientific, technical and training merit and relevance**, as determined by panels of scientific/technical experts and lay breast cancer survivors. Panels will be comprised of a Board member, at least one breast cancer survivor, and a sufficient number of individuals qualified to provide scientific, technical and educational review of the applications. Survivor and scientific merit reviewers will be recruited from outside New York State.

The second review will be by the Board. Those applications approved by the Board will be recommended for funding to the Commissioner of Health, who will make the final determinations.

**Applications that encourage the training of young breast cancer researchers or those whose potential project results will lead to future funding or will have an impact on breast cancer policy or practice in New York State are preferred.**

### **2. Scoring Criteria**

For the first level review, a panel of scientific/technical experts will review complete applications using criteria described below. All applicants will receive unedited, anonymous copies of reviewers' critiques.

The review criteria focus on six main components:

*Candidate.* The candidate's previous academic and research performance and his/her potential to become an important contributor to the biomedical, behavioral or clinical sciences related to breast cancer. (15% of total score.)

*Sponsor and Training Environment.* The quality of the training environment and the qualifications of the sponsor(s) as mentor(s) to facilitate the proposed research training experience. (15%)

*Training Potential.* The value of the proposed fellowship experience as it relates to the candidate's needs in preparation for a career as an independent researcher in the field of breast cancer research. (15%)

*Research Application.* The scientific merit of the application. (20%)

*Significance Review Criteria.* Does the project address an area of importance to breast cancer? What is the likelihood the project will lead to further funding, or be translated into practice, or impact policy? (15%)

*Budget.* Reviewers may also recommend modifications to an application's scope of work or budget. (20%)

### **3. Other Review Criteria**

Before research may begin, all applications will be reviewed for adequacy of protection of human subjects or vertebrate animals.

## **I. Notification of Results**

Fellowship sponsors will receive formal notification of the competition's outcome. Applicant organizations will be notified of applications awarded funding by the Commissioner of Health. Contracts will be negotiated between the New York State Department of Health and the applicant organization, with input from the fellowship sponsor.

## II. Application Instructions

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### A. Application Materials

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The fellowship application consists of thirteen forms (enclosed in this document), research application, supporting materials and three letters of reference. Application instructions are provided in the next section (Section III. Application Components).

The application forms are also available at <http://www.wadsworth.org/new/rfa/hrsb/index.htm> or may be requested from program administrators.

Questions about application procedures may be submitted to program administrators via e-mail ([hrsb@wadsworth.org](mailto:hrsb@wadsworth.org)) or fax at (518) 486-2798. Responses to such inquiries will be made within one week of receipt, and will be made available to all applicants at <http://www.wadsworth.org/new/rfa/hrsb/index.htm>.

### B. Formatting the Application

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The entire application including continuation pages should be submitted on white 8 ½" X 11" paper.

1. *Type size.* The entire text of the application should be in a readable font. Use standard 12 point type (no more than 15 cpi).
2. *Page Margins.* Margins in all directions should be at least ½ inch.
3. *Line Spacing.* No more than 6 lines of type within a vertical inch.
4. *Headers and Footers.* The fellowship sponsor's name (last name, first name, middle initial) should appear at the top right-hand corner of each page. Pages should be numbered consecutively at the center of the page, bottom edge.
5. *Page Limitations.* Do not exceed the page limits stated for each section. Figures and illustrations referenced in the research plan are included in

the ten-page research plan limit. The pages that exceed the stated page limits will receive a lower score.

6. *Appendices.* Postdoctoral candidates must include three signed, sealed references with the original copy of the application (see page 11, Appendices). Two, three-hole-punched, collated and stapled sets of other supplementary materials or appendices may be submitted for use by primary scientific/technical reviewers. Limit appendices to 20 pages. Other allowable materials include: **Informed Consent Documents for Human Subjects (if applicable)**; Institutional Review Board (IRB) or Institutional Animal Care and Use Committee (IACUC) approvals; memoranda of understanding or contractual agreements; letters of collaboration or support; or one highly relevant manuscript. Appendices **must** not serve to circumvent page limitations. All material crucial to the application **must** be incorporated within the ten pages of the research plan.

*Guides to Application Preparation.* Applicants new to grant writing or unfamiliar with research oversight regulations are encouraged to obtain advice from their institution's sponsored programs office (or equivalent). An excellent article on grant writing can be found at the Human Frontier Science Program Web site: <http://www.hfsp.org/how/content.htm> – (*The Art of Grantsmanship*, by Jacob Kraicer.) Grant writing tip sheets from the National Institutes of Health can be found at [http://grants.nih.gov/grants/grant\\_tips.htm](http://grants.nih.gov/grants/grant_tips.htm). Especially helpful is the link, "How to Write a Research Grant." Applicants without Web access are invited to request these documents from program administrators. General information presented in the National Science Foundation's "Guide for Application Writing" may also be useful and can be found at [http://www.nsf.gov/pubsys/ods/getpub.cfm?ods\\_key=nsf04016](http://www.nsf.gov/pubsys/ods/getpub.cfm?ods_key=nsf04016).

# III. Application Components

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## A. Application-Specific Guidelines

### 1. Face Page (Form Page 1)

1. *Project Title.* Describe the focus or purpose of the proposed project in up to 60 characters and spaces; longer titles will be truncated.
2. *Fellow Candidate and Fellowship Sponsor.* Provide information requested; insert “N/A” in lines that are not applicable.  
  
For items 2e-2m provide the fellowship sponsor’s institutional affiliation and requested contact information.
3. *Applicant Organization.* The legal name of the entity to whom payment will be made in the event of an award. Provide information requested; insert “N/A” in lines that are not applicable.
4. *Type of Organization.* Check appropriate box(es). A small business is an independently owned and operated entity not dominant in the field in which research is proposed, and employing 500 or fewer persons. A “WMO” is a woman- or minority-owned business.
5. *Federal Identification Number.* Enter the applicant organization’s nine-digit Internal Revenue Service employer identification number.
6. *Legislative District Numbers.* Enter the New York State Senate and Assembly district numbers corresponding to the address provided in item 15, Face Page (Form Page 1). Senate district information may be found at: [www.senate.state.ny.us](http://www.senate.state.ny.us) and Assembly district information obtained by calling (518) 455-4100.
7. *Charities Registration Number.* In the space provided, enter the applicant organization’s registration number or if exempt, indicate the exemption category. For information on registration numbers or exemption status, contact the Office of the Attorney General, Charities Registration Bureau at 518-486-9797 or 212-416-8430.

8. *Entire Project Period.* Enter the proposed project period (i.e., the start and end dates of the entire project). In the event an award is recommended, no fiscal commitment or obligations should be incurred until the actual start date is confirmed by the New York State Department of Health.
9. *Year-One Total Costs Requested.* Enter Year-One total costs (line 10, Year One, Form Page 4). All amounts requested in items 9 and 10 on Form Page 1 and on the budget page(s) must be in U.S. dollars, not to exceed \$60,000 per year.
10. *Total Project Costs for All Years.* Not to exceed \$120,000.
11. *11a. Application History.* Check the appropriate box. Applicants who are resubmitting applications that were not funded in previous cycles **must** check “Resubmission of Application No.” and record the previous cycle’s application number.  
  
*11b. Subcontract.* Check whether the application includes a subcontract to another entity or institution.
12. *Human Subjects.* If human subjects will not be involved in any activity during the proposed project period, check “NO” in item 12. The remaining parts of item 12 are then not applicable and should be left blank. If human subjects will be involved in any activity during the proposed project period, either at the applicant organization, subcontractor organization, or at any other performance site or collaborating institution, check “YES.” Any research conducted using human subjects shall comply with the human research conditions described on page 13, Article B of the *Contract Policy Statement and Conditions*. Compliance is demonstrated, in part, by submission of a New York State Health Research Science Board Human Subjects Research Certification, signed by the organization’s Institutional Review Board (IRB) chair or other authorized individual (see Form Page 9, Human Subjects). This certification will also be required of

collaborating or subcontracting organizations, prior to contract execution.

Exempt Activities: If the human subjects activities are exempt from applicable regulations, insert in item 12a the exemption number(s) corresponding to one or more of the six exemption categories. The remaining parts of item 12 are then not applicable and should be left blank. The New York State Department of Health will make all final determinations as to whether the proposed activities are covered by applicable regulations or qualify for an exempt category, based on the information provided in the application. A current exemption certification form signed by the organization's IRB will be required for contract execution.

Non-exempt Activities: If the human subject activities are not exempt, complete the remaining parts of item 12. Report in 12b the IRB approval date, and check whether IRB review was expedited or full. The approval date must be no earlier than one year prior to the application due date. If the applicant organization has an approved Multiple Project Assurance of Compliance form on file with the federal Office for Human Research Protection (OHRP), formerly the Office for Protection from Research Risks (OPRR), that covers the specific activity, insert the Assurance number in 12c.

If IRB review has begun but is not completed by the time the application is submitted, enter "Pending" in item 12b. Informed consent documents must be provided in the application's appendix for application review, even if IRB review is pending. The organization's certification of IRB approval, the NYS Health Research Science Board Breast Cancer Program Human Subjects Certification form (Form Page 9), and approved informed consent documents will be required for contract execution.

13. *Vertebrate Animals.* If vertebrate animals will not be used in any activities during the proposed project period, check "NO" in item 13. The remaining parts of item 13 are then not applicable and should be left blank. If vertebrate animals are involved in any activities during the project period, either at the applicant

organization, subcontractor organization, or at any other performance site or collaborating institution, check "YES." The table regarding Vertebrate Animals must be completed (see Form Page 9, Vertebrate Animals). In item 13a, provide the date of Institutional Animal Care and Use Committee (IACUC) approval. If IACUC review is not completed by the time the application is submitted, enter "Pending" in 13a. IACUC review is required prior to contract execution. If the applicant organization has an approved Animal Welfare Assurance form on file with the Office of Laboratory Animal Welfare (OLAW), formerly OPRR, insert in item 13b the Assurance number, and if required for the species under investigation, the U.S. Department of Agriculture (USDA) registration number.

If the applicant organization does not have an approved Animal Welfare Assurance form on file with OLAW or a USDA registration number, and these are required, insert "NONE" in 13b. In this case, the applicant organization, by the official's signature on the face page, is declaring that it will comply with U.S. Public Health Service policy on the care and use of animals by establishing an IACUC, and submitting an Animal Welfare Assurance form and verification of IACUC approval whenever requested to do so. If required, the applicant organization must also register its facility with the USDA.

14. *Official to Be Notified if an Award Is Made.* Provide information requested; leave blank those lines that are not applicable.
15. *Official Signing for Applicant Organization.* Provide the name and contact information for the individual authorized to act for the applicant organization. This individual will assume the obligations imposed by applicable federal and State laws, regulations, requirements, and conditions for the application or contract, and will be responsible for administration and fiscal management of the research program should an award be made. Provide information requested; leave blank those lines that are not applicable.

*Note:* This individual typically is not the fellowship sponsor or the fellowship candidate.

16. *Fellowship Sponsor and Candidate Assurance.*

The fellowship sponsor and fellowship candidate must sign and date, in blue ink, the Face Page. Persons signing the application Face Page certify to the truthfulness, completeness and accuracy of the information provided. The fellowship sponsor is responsible for planning, coordinating and implementing the research program in the event an award is made. The fellowship sponsor will also act as liaison with program administrators, and be required to fulfill technical reporting requirements and submit any revised budgets co-signed by an authorized organizational representative.

17. *Applicant Organization Certification and Acceptance.*

The official signing for the applicant organization must sign and date, in blue ink, the Face Page. In signing the application Face Page, the duly authorized organizational representative certifies that the organization will comply with all applicable assurances, and certifications referenced in these application guidelines and accompanying *Contract Policy Statement and Conditions* (page 13). The applicant organization is responsible for verifying the accuracy, validity and conformity with the latest institutional guidelines of all administrative, fiscal and scientific information in the application. Deliberate withholding, falsification or misrepresentation of information may result in administrative actions, such as withdrawal of an application, suspension or termination of an award, debarment of individuals, and/or possible criminal penalties. The signer further certifies that the applicant organization will be accountable for both appropriate use of any funds awarded, and for performance of the grant contract-supported project or resulting activities. The contracting institution may be liable for reimbursement of funds associated with any inappropriate or fraudulent conduct of the project activity.

Applications that include sub-contractual arrangements are to insert additional Face Pages signed by the lead co-investigator and official signing for the subcontract organization.

**2. Scientific Abstract/Performance Sites/Key Personnel** (Form Page 2)

Follow the instructions provided on Form Page 2. Do not include proprietary/confidential information. The scientific abstract should be composed so that persons from diverse scientific backgrounds can easily understand the work proposed. A lay abstract describing the project and its expected outcomes is requested in *Research Categories and Lay Abstract* (section 11, page 10).

**3. Table of Contents** (Form Page 3)

Complete the table of contents, entering page numbers as appropriate. Insert "N/A" for sections that are not applicable. Please flag with asterisks (\*) all page numbers containing information that, if released, would put the applicant at a competitive disadvantage (e.g., financial or commercial confidential information, including trade secrets). Information submitted to the Board is subject to the Freedom of Information Law (New York State Public Officers' Law, Article 6, Sections 84 to 90).

**4. Proposed Budget** (Form Page 4)

Follow instructions provided on the form. Report in U.S. dollars the amount requested for each category, as well as subtotals and totals requested.

**5. Budget Justification** (Form Page 5)

Justify amounts requested in each budget category, starting with personnel (i.e., candidate). Regardless whether financial support is requested; describe briefly the roles of the candidate, the fellowship sponsor, and all key personnel listed on Form Page 2, and the percent-effort devoted to the project. For the fellow to be supported, also report the corresponding dollar value of stipend plus fringe benefits. The sum of the stipend plus fringe benefits amounts requested should correspond to "Subtotal Personal Service" for Year One (line 3, Form Page 4).

## 6. **Biographical Sketch** (Forms Page 6 and 6a)

Biographical sketches are required for both fellow and sponsor (Forms Page 6 and Page 6a) and are limited to four pages each.

Biographical sketches are also required for all key personnel, other than the fellow and sponsor, listed on Form Page 2. For other key personnel, biographical sketches (Forms Page 6 and 6a) are limited to two pages each.

## 7. **Facilities and Resources** (Form Page 7)

Describe the facilities and resources available to support the performance of the proposed project. Also describe any support the applicant organization is providing for the conduct of the project, including any additional facilities or equipment requested in support of the project or available for use at no cost to the project.

## 8. **Project Plan** (Form Page 8)

*Text and figures are limited to 12 pages total; figure captions may be under 12 cpi, but must be clearly legible.*

The project plan should present the application in sufficient detail to convey clearly and concisely to the reviewer(s) that: (i) the application's basis, while innovative and potentially high-risk, is conceptually well-founded and substantiated by the literature; (ii) the approach proposed is the most appropriate strategy; (iii) the applicants (candidate and sponsor) will successfully manage expected or unexpected methodological challenges; (iv) successful completion of the project will aid the Board's mission; and, (v) how successful completion of the project will contribute to the fellow's pursuit of a career in basic or clinical breast cancer research, and generate high quality data that will enable the fellow to secure future funding from other sources.

### *a) Background and Preliminary Results*

Review the literature that underlies the proposed project. Preliminary data, although not required, are strongly encouraged.

### *b) Specific Aims*

List the objectives, hypotheses to be tested, gaps in knowledge to be filled, education or outreach strategies to be developed and evaluated, or technologies/tools to be developed or tested. A description of training to be obtained during the fellowship should also be included.

### *c) Relevance*

Describe briefly the application's broad relevance to breast cancer and provide for each proposed aim a succinct description of how its attainment will advance our understanding of some aspect of breast cancer. This section should also convey the applicant's plans for future studies and possible funding sources, considering results that either support or refute predictions, or future efforts to translate to practice or disseminate project results or outcomes to appropriate target populations or groups. This section should not exceed one page.

### *d) Research Design and Methods*

Describe the plan that will be followed to achieve the specific aims proposed, including descriptions of how data will be interpreted and conclusions drawn (i.e., describe the experimental design, methodological approaches, statistical analyses and interpretation to be used to accomplish the specific aims). Information provided should convey the applicants' understanding of the strengths and limitations of the proposed project design (as evidenced by consideration of alternatives), methodologies, and breast cancer models. Ensure that important unpublished information is presented in sufficient detail to enable reviewers to assess its quality and relevance.

### *e) Timeline* (not included in ten-page application limit)

Include a timeline for project completion.

### *f) Literature Cited*

References are not included in project plan page limitations, nor is the number of references restricted. However, applicants are urged to select references that comprehensively reflect both current and historic literature. Provide complete citations to references (i.e., include titles).

## 9. Human Subjects (Form Page 9)

Appropriate oversight and administration of human subjects research are essential to the ethical conduct of clinical and preclinical research. In addition to the information requested below, applicants are asked to include in the appendix pending or approved informed consent document(s). As applicable, a New York State Breast Cancer Research and Education Research Program Human Subjects Research Certification (Form Page 9), the institution's standard IRB approval form, a final, approved informed consent document or a signed exemption form from the applicant organization's IRB will be required for contract execution.

If you marked "Yes" on item 12 of the Face Page and did not designate exemptions from the regulations, or plan to include minors, mentally disabled adults or prisoners in your research, succinctly address the following seven points. In addition, if research involving human subjects is to take place at collaborating site(s) or other performance site(s), provide this information before discussing the seven points.

- 1) *Involvement of Human Subjects.* Describe the involvement of human subjects as outlined in the research plan. Include descriptions of the subject population, e.g., number of subjects, age range, race, gender and health status. Provide inclusion or exclusion criteria for any subpopulation. Explain the rationale for involvement of special classes of subjects, such as fetuses, pregnant women, children, prisoners, institutionalized individuals or others who are likely to be vulnerable.
- 2) *Sources-Confidentiality.* Identify the sources of research material obtained from individual living human subjects in the form of specimens, records or data and whether identifiable. Indicate whether the material or data will be obtained specifically for research purposes, or whether use will be made of existing specimens, records or data. Discuss the system that will maintain subjects' confidentiality.
- 3) *Recruitment and Consent.* Describe recruitment plans for subjects and the

consent procedures to be followed. Describe when consent will be requested and obtained, who will seek it, the nature of the information to be provided to prospective subjects and the methods of documenting consent. State whether the IRB has authorized a modification or waiver of the elements of consent or the requirement for consent documentation.

- 4) *Risks.* Describe potential risks (physical, psychological, social, legal, or other) and assess their likelihood and seriousness. As appropriate, describe alternative treatments and procedures that might be advantageous to the subjects.
- 5) *Protection from Risk.* Describe the procedures for protecting against or minimizing potential risks, including risk to confidentiality, and assess their likely effectiveness. As appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, as appropriate, describe provisions for monitoring the data collected to ensure the safety and confidentiality of subjects.
- 6) *Benefits.* Discuss why the risks to subjects are reasonable in relation to the anticipated benefits to subjects and in relation to the importance of the knowledge that may reasonably be expected to result.
- 7) *Education.* Individuals who are identified as key personnel and who are involved with human subject research are to indicate their education in the protection of human research participants. For each individual, provide the title and date of the education program completed, and a one-sentence description of the program.

## 10. Vertebrate Animals (Form Page 10)

If you marked "Yes" on item 13 on the Face Page of the application, succinctly address the five points listed **below**. In addition, if research involving vertebrate animals is to take place at collaborating site(s) or other performance site(s); provide this information before discussing the five points. Acquisition and use of animals must comply with New York State Public Health

Law, Article 5, Title I, Sections 504 and 505-a. **Experiments must not be initiated** until IACUC approval is obtained.

- 1) Provide a detailed description of the proposed use of animals in the work outlined in the research plan. Identify the species, strains, ages, sex, and numbers of animals to be used in the proposed work.
- 2) Justify the use of animals, the choice of species, and the numbers to be used, e.g., provide power calculations. If animals are in short supply, costly, or to be used in large numbers, provide an additional rationale for their selection and numbers.
- 3) Describe the procedures for ensuring that discomfort, distress, pain and injury will be limited to that which is unavoidable in the conduct of scientifically sound research. Describe the use of analgesic, anesthetic, and tranquilizing drugs and/or comfortable restraining devices, as appropriate, to minimize discomfort, distress, pain and/or injury.
- 4) Describe any method of euthanasia to be used and the reasons for its selection. State whether this method is consistent with the recommendations of the Panel on Euthanasia of the American Veterinary Medical Association. If not, present a justification for not following the recommendations.

## 11. Research Categories and Lay

**Abstract** (Form Page 11)

### *a) Research Categories*

- 1) Specify which aspect of breast cancer is addressed: (1) cancer biology, (2) prevention, (3) detection and diagnosis, (4) therapeutic treatment, (5) chronic disease management/quality of life, or (6) education.
- 2) Indicate whether the project is most appropriately considered to be basic or clinical research, or education/outreach.

- 3) Indicate an appropriate sub-discipline: behavioral, environmental, epidemiological, psychosocial or other (describe).
- 4) Provide up to five specific keywords and descriptive technical terms that would best explain the technical aspects of your project. Please be sure to include terms that reflect the research topic and methodologies used (e.g., cell signaling, apoptosis, angiogenesis, drug delivery systems, gene therapy, X-ray crystallography, genetic counseling, quality of life, nuclear medicine, immunology, clinical oncology, pesticide exposure, peer support network and nutrition).

### *b) Lay Abstract*

In approximately 200 words, describe the purpose and expected outcomes of your application. Please use everyday language, easily understandable to all readers; avoid jargon, and highly technical “scientific” terms or words. In the event of an award, this summary would be made available to the public.

## 12. Conflict of Interest (Form Page 12)

The following information will be used by program staff to avoid real and apparent conflicts of interest during the review process.

- 1) *Scientific Collaborations.* For each person indicated on Form Page 2, list alphabetically any individuals from Connecticut, Massachusetts, New Jersey, Pennsylvania, Vermont or New Hampshire, and their organizational affiliation, who have been collaborators on a project, book, article, report or paper within the last 48 months. If there are no collaborators for a person listed, please so indicate.
- 2) *Training Relationships.* For each person indicated on Form Page 2, list alphabetically any individuals from Connecticut, Massachusetts, New Jersey, Pennsylvania, Vermont or New Hampshire and their organizational affiliation, with whom the person has had an association during the last

five years as thesis advisor or postdoctoral sponsor.

- 3) *Financial or Other Conflicts*. For each person listed on Form Page 2, list the businesses in which the person has a financial interest relevant to the proposed project; also list other potential conflicts that do not fall into previous categories.

### 13. Checklist (Form Page 13)

For the applicant organization and all subcontracting organizations, provide: *Assurances/Certifications*. Each application to the New York State Department of Health requires that the assurances and certifications listed on the Checklist be verified by the official signing for the applicant organization on the Face Page (Form Page 1) of the application. **All application participants and applicant organizations must comply with the terms and conditions set forth in the *Contract Policy Statement and Conditions* (page 13). Regulations governing these assurances and certifications are provided in the *Contract Policy Statement and Conditions* (see pages 13 - 18).**

### 14. Appendices (no form provided)

Applications proposing non-exempt human subjects research must include *a copy of the protocol's informed consent document(s)* in the Appendix. Other items that may be included are: IRB certification of exemption; IRB approval; the New York State Breast Cancer Research and Education Research Program Human Subjects

Certification (Form Page 9); IACUC approval; documentation of contractual/consortium agreements; or letters of support from collaborators. Reprints of one highly relevant peer-reviewed manuscript may be included.

Fellowship candidates must include *three signed, sealed references*. They may also include up to two representative publications or abstracts, if available.

Limit appendices to 20 pages (excluding fellow's sealed references). Submit two, three-hole-punched, collated and stapled sets of Appendices.

*Candidate's References*. References are to comment on the fellow's potential for significant contributions to cancer research as indicated by intellectual creativity, written and oral communication skills, commitment and drive and quality of work produced. References are strongly encouraged to provide a relative comparison (i.e., candidate is within the top five percent of all candidates, top 15 percent, etc.).

The fellowship sponsor of the application **must** be counted as a reference.

To ensure the confidentiality of information, the envelopes **must** not be opened. The sealed envelopes should be attached to the original application. Applications submitted without sealed references will not be considered for review.

## IV. Application Mailing Instructions

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Applications submitted for review are to contain the items below. Do not send items in binders or pressboards. The application package should contain:

- one original – signed, single-sided copy of the application
- 2 double-sided, three-hole punched, copies of the application, paper-clipped or stapled
- 2 double-sided, three-hole punched, copies of the appendices, paper-clipped or stapled
- three signed, sealed references to be included with the original copy of the application

Applications should be sent to the address appropriate to the mail service used as listed below. The exterior of the package should be clearly labeled with the applicant's name and address. A 3" x 5"-postcard labeled "Breast Cancer Application" should be affixed to the outside of the package. Applications sent by fax or e-mail will not be accepted.

### A. Express Mail Services

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Breast Cancer Research and Education Program  
Office of Extramural Funding  
New York State Department of Health  
Wadsworth Center, Room C675  
Empire State Plaza  
Dock J – P1 Level  
Albany, New York 12237

Tel: (518) 474-8543

### B. Regular Mail Services

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Breast Cancer Research and Education Program  
Office of Extramural Funding  
New York State Department of Health  
Wadsworth Center, Room C675  
Empire State Plaza  
P.O. Box 509  
Albany, New York 12201-0509

The application package must be received no later than **5:00 p.m., Monday, April 11, 2005.**

## V. Anticipated Timeline

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RFA Distribution	December 8, 2004
Letter of Intent Deadline	January 17, 2005
End Date for Questions	January 28, 2005
Answers to Questions Posted	February 8, 2005
Application Deadline	April 11, 2005
Notification of Awards	July 11, 2005
Earliest Contract Start Date	October 1, 2005

# VI. Contract Policy Statement and Conditions

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## A. Ethical Considerations

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The Health Research Science Board (HRSB) stipulates that each awarded grant contract satisfy the following requirements:

In accepting an award from the New York State Department of Health for support from the Breast Cancer Research and Education Fund, each project investigator agrees to conform strictly to the codes of practice, regulations and laws governing ethical conduct of scientific research in her/his own laboratory/institution. She/he is solely responsible if any of these regulations are infringed. If experimental procedures conducted pursuant to this application are performed in another state or country, either directly by the principal investigator (PI) and any co-investigators, or in collaboration with other persons, the PI and contracting organization agree to ensure that such research does not violate New York State laws and regulations applicable to such research if performed in New York State. Representatives of the contracting organization will inform HRSB program administrators of any and all instances of actual or potential lapses in scientific integrity by any project participant as soon as this information becomes known to the contracting entity. The contracting organization is fully responsible for investigation of these instances (see Section I. (d), page 18).

## B. Human Subjects Research

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Human subjects research is essential to continued advancement of scientific knowledge concerning breast cancer. In carrying out such research, the rights and welfare of all individual research participants are of critical importance. Furthermore, additional safeguards must protect especially vulnerable research subjects, including minors, mentally disabled adults who lack capacity to provide informed consent to research participation, and prisoners.

Accordingly, research applications that fail to include required documentation for human subjects research (see pages 5-6) will not be considered for review. No research study shall be approved for funding

recommendation by HRSB unless it is demonstrated that all the following requirements are satisfied:

- The research study will comply with New York State Public Health Law (PHL) Article 24-A, Sections 2440 to 2446.
- The research study will comply with 45 CFR Part 46 (unless exempt from the requirements of this Part) and, if applicable, 21 CFR Parts 50 and 56; 21 CFR 312; 21 CFR 361; and 21 CFR 812.

The research study will comply with all other applicable federal and New York State laws, regulations and guidelines.

- The research study has been approved by an Institutional Review Board (IRB).
- If applicable, the applicant organization's IRB has received and reviewed written approval from an authorized representative of each site where the study will take place.
- The IRB has determined that informed consent will be obtained from all study participants, or their legally authorized representatives, unless the study is exempt from the requirements of 45 CFR Part 46 and is not human research as defined by PHL Section 2441 (2).
- The IRB has determined that the risks of the research study, including pain or discomfort, are minimized consistent with sound research design and that procedures proposed by the research do not unnecessarily expose research participants to risk or discomfort.
- The IRB has determined that any use of race, ethnicity or gender as an inclusion or exclusion criterion for the research study, other than use of such criterion to reflect the racial, ethnic or gender composition of the general population of New York State or the United States, is necessary to accomplish the goals of the research.
- The IRB has determined that the investigator will immediately withdraw a subject from the

research study if continued participation would be detrimental to the subject's well-being.

- The IRB will communicate to HRSB program administrators; (i) any unanticipated problems involving risks to subjects; (ii) any serious or continuing noncompliance with IRB policy or requirements; and (iii) any suspension or termination of IRB approval.

### *Vulnerable Populations*

Research with no prospect of direct benefit and posing more than minimal risk is prohibited for research participants who are minors, mentally disabled adults who lack capacity to provide informed consent to research participation, or prisoners. No research study in which any research participant is a minor, a mentally disabled adult who lacks capacity to provide informed consent to research participation, or a prisoner shall be approved by HRSB unless it is demonstrated to the Board, and the Board determines that all the following requirements, in addition to the requirements set forth above, are satisfied:

- The IRB has determined that the research study constitutes either: research with a prospect of direct benefit to research participants; or research with no prospect of direct benefit to research participants that presents minimal risk.
- The IRB has determined that all research participants have suffered breast cancer.

If the research involves one or more mentally disabled adults, each investigator must use IRB-approved methodologies and procedures for initial capacity assessment, including: procedures for notice to a prospective subject that her/his capacity to consent to research is under consideration; notice to a prospective subject of a determination that she/he lacks the capacity to consent to research; and the opportunity for a prospective subject to contest such a determination of incapacity through a second opinion and a judicial proceeding prior to enrollment in the research.

The IRB has determined that, prior to involving in a research study a minor, a mentally disabled adult who lacks the capacity to provide informed consent to research participation, or a prisoner, each investigator

shall obtain such individual's assent to research participation.<sup>1</sup>

The Department of Health reserves the right to revise or expand requirements applicable to human subjects research as part of negotiation of any contract arising from this request for applications.

## **C. Animal Use**

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HRSB requires that all individuals and institutions that conduct research using animals supported by the Breast Cancer Research and Education Fund adhere to all federal, State and local laws pertaining to humane care and use of animals for research purposes. Research applications submitted to the Board for consideration are expected to be reviewed by an Institutional Animal Care and Use Committee (IACUC) whose guidelines are in compliance with the U.S. Public Health Service's *Policy on Humane Care and Use of Laboratory Animals*, and *Guide for the Care and Use of Laboratory Animals*, as well as any other federal, State and local laws or regulations (e.g., the federal Animal Welfare Act and its implementing regulations; and PHL Article 5, Title I, Sections 504 and 505-a).

## **D. Tissue Use**

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HRSB will support research using human tissue, other than human pluripotent stem cells, and requires that such research adhere to all federal, State, and local laws, regulations and guidelines pertaining to use of such tissue, including, but not limited to, PHL Article 5, Title V, Sections 570 to 581; Article 24-A, Sections 2440 to 2446; Article 43, Sections 4301 to 4309; Article 43-B, Sections 4360 to 4366; and 42 USC Section 289g, et seq. Research proposing to use pluripotent stem cells requires appropriate, and rigorous legal and ethical oversight. Applications will not be considered until federal oversight guidelines have been fully implemented and Breast Cancer Research and Education Research Program policy is developed.

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<sup>1</sup> A minor's objection need not be honored if an independent physician determines that the research intervention or procedure holds out a prospect of direct benefit that is important to the health or well-being of the minor, and is available only within the context of the research.

## E. Publication and Intellectual Property Rights

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- 1) It is HRSB’s intent that the results of research it supports as well as the resources created through its sponsorship be disseminated and made easily available to the research community. Manuscript submission for publication of research funded by the Breast Cancer Research and Education Fund cannot be delayed by investigators or their research institutions for more than 60 days after the manuscript is completed. Research results are to be submitted promptly for publication in internationally recognized scientific journals, and not delayed for more than such time period for commercial reasons, or any other reasons unconnected with editorial delays to ensure scientific accuracy and presentation.
- 2) The State of New York shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any published or otherwise reproducible material, device, invention, technique, or methodology developed under or in the course of performing this funded research, dealing with any aspect of the research activity, or of the results and accomplishments attained from the research. Use by those other than the State of New York under this license shall be limited to research and governmental purposes.
- 3) The State of New York shall be provided advance written notice of any assignment or transfer of intellectual property rights generated as a result of research supported by the Fund. Any such assignment or transfer must acknowledge, and be consistent with; the license rights granted the State pursuant to the above paragraph.
- 4) Support by the New York State Breast Cancer Research and Education Fund **must** be acknowledged **and accurately stated** in all publications, presentations and products of research in a form consistent with the publication’s guidelines, e.g.:  
*“...supported by the New York State Breast Cancer Research and Education Fund through Department of Health Contract # <<>>. Opinions expressed are solely those of the author and do not necessarily reflect those of the Health Research Science Board, the New*

*York State Department of Health, or the State of New York.”*

The minimum acknowledgement is “NYS Breast Cancer Research and Education Fund”.

- 5) Contractor agrees, pursuant to the provisions of Chapter 647 of the Laws of 1999, and Chapter 229 of the Laws of 2000, both of the State of New York, to provide the Department with the study, any data supporting that study, and the identity of the principal person or persons who performed such study. If such study is used as the basis for the promulgation, amendment, or repeal of a rule, regulation, or guideline used in enforcement of a statute, rule, or regulation, the study, any data supporting that study, and the identity of the principal person or persons who performed the study shall be subject to disclosure in accordance with the provisions of Chapters 647 and 229.

## F. Reporting Requirements

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### 1. Scientific/Technical

#### *a) Progress Reports*

The fellowship sponsor’s scientific/technical reporting obligations will include:

1. submitting two brief (two-page) scientific progress reports covering consecutive nine-month periods from the start date of the contract;
2. participating in an annual or biennial scientific meeting sponsored or co-sponsored by HRSB; and
3. submitting a detailed scientific report within 60 days of project termination.

Progress reports will describe:

- project participants, including the fellow;
- activities and findings corresponding to research or education/outreach aims; and
- products resulting during the reporting period (e.g., abstracts, publications, presentations, or invention disclosures). Copies of published abstracts, publications and other products resulting from Fund support should be

submitted to HRSB program staff as soon as available.

### *b) Other Activities*

Awardees shall participate with program staff in meetings, conference calls, site visits, or other reasonable activities as frequently as deemed necessary, for the monitoring, evaluation and scientific exchange of the project results/outcomes.

## **2. Financial**

The Department of Health reimburses contractors for approved, allowable expenditures incurred under the awarded contract. After successful contract negotiation and execution, and at the start of the project period, up to 25 percent of the total annual award amount may be advanced to not-for-profit contracting organizations upon submission of a standard New York State voucher (available by written request from the Office of the State Comptroller, Supply Room, Alfred E. Smith State Office Building, Albany, New York 12236). The contracting organization will be responsible for disbursing funds to any subcontractors in accordance with the amounts approved for their research. If facilities and administration costs are charged by a sub-contractor, the same limits as for fellowships apply to the subcontractor. The New York State Department of Health will not establish contracts for the HRSB with entities outside of New York State.

The contracting organization will submit quarterly vouchers within 60 days of the end date of the period for which reimbursement is being claimed, accompanied by a budget statement that reports expenditures corresponding to approved budget categories. Prior approval by HRSB program staff will be required for all budget line interchanges exceeding 10 percent of the grand total of the budgeted amount. A request for budget line interchanges must be made in writing and include a justification for the proposed changes. A statement to the effect that the proposed changes will not negatively affect the scope of work as defined in the Research Plan must also be included. Budget line interchanges which (on the most recent in a series of budget line interchanges which cumulatively) exceed \$12,000 or 10 percent of the grand total of the budget amount require Office of the State Comptroller notification.

## **G. The Department of Health Reserves the Right to**

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

## **H. Other Information**

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Documents submitted to the Department of Health on behalf of the HRSB program will not be returned to the applicant.

- 1) The initial budgetary plan incorporated into a contract between the New York State Department of Health and the contracting organization may be reviewed and revised each year, depending on research progress and the availability of funds.
- 2) The New York State Department of Health may require reimbursement of all or a part of the

award if ineligible expenses have been incurred or false accounting statements have been submitted. In the event that the funded postdoctoral fellow leaves the funded institution, all unexpended funds shall be returned to the Department of Health and the fellow shall submit a final report of all work performed.

- 3) The New York State Department of Health will assume no responsibility for any damage or injuries caused in relation to research conducted with the support of the Breast Cancer Research and Education Fund.
- 4) Detailed arrangements for starting the research program (e.g., start date, award amount and work plan) will be negotiated by the contracting organization and HRSB program staff.
- 5) Recipient entities accept auditing of their expenditures by an appointed representative of the HRSB at any time.
- 6) Incorporated into all contracts between the contracting organization and the New York State Department of Health will be Appendix A, "Standard Clauses for all New York State Contracts" and Appendix A-1, "Agency-Specific Clauses for all Department of Health Contracts." These and other NYS appendices are located at the end of this document.
- 7) A contract may not be entered into for any work involving "employment of employees in employment" without satisfactory evidence, as described below, that the payment of Workers' Compensation and disability benefits has been secured for all employees (Workers' Compensation Law Sections 57 and 220, as amended by Chapter 213, L.1993).

*a) Workers' Compensation Insurance*

- Certificate of Workers' Compensation Insurance, on Workers' Compensation Board form C-105.2 or State Insurance Fund form U-26.3 (naming Department of Health, Wadsworth Center, Room C675, Albany, NY 12237); OR
- affidavit certifying that compensation has been secured (Form SI-12); OR
- statement that applicant does not require Workers' Compensation or disability benefits

coverage (Form **WC/DB 100 or WC/DB 101**, completed for Workers' Compensation).

*b) Disability Insurance*

- Certificate of Insurance (Form DB-120.1); OR
  - Notice of Qualification as self-insurer under Disability Benefits Law (Form DB-155); OR
  - statement that applicant does not require Workers' Compensation or disability benefits coverage (Form **WC/DB 100 or WC/DB 101**, completed for disability benefits insurance).
- 9) Additional State Procurement Disclosure (For-Profit Entities Only)  
Executive Order 127 provides for increased disclosure regarding persons and organizations contacting state government regarding procurement transactions in order to enhance public confidence in the procurement process. If the applicant organization is a for-profit entity, the forms included at the end of this document must be completed.
    1. The CONTRACTOR certifies that all information provided to the STATE with respect to New York State Executive Order Number 127, signed by Governor Pataki on June 16, 2003, is complete, true, and accurate.
    2. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR, in accordance with New York State Executive Order Number 127, was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

## **I. Assurances and Certifications**

The New York State Health Research Science Board has adopted the following federal regulatory mechanisms to ensure responsible administration of its awards and preserve the integrity of the research enterprise it supports. By signing the Face Page of the application, the authorized representative of the applicant organization certifies that, in addition to all applicable State and local statutes and regulations, the applicant organization will comply with applicable federal regulations and statutes, including, but not limited to:

a) *Human Subjects*

- Protection of Human Subjects: 45 CFR 46.

b) *Vertebrate Animals*

- U.S. Public Health Service (PHS) *Policy on Humane Care and Use of Laboratory Animals*
- PHS *Guide for the Care and Use of Laboratory Animals*
- Animal Welfare Act as amended (7 USC 2131, et sec.), if applicable, and other federal statutes and regulations relating to animal care and use.

c) *Debarment and Suspension/Drug Free Workplace*

- 45 CFR 76, “Government-wide debarment and suspension (nonprocurement) and Government-wide requirements for drug-free workplace (Grants),” Appendix A.
- Contractors will be required to obtain a similar certification from subawardees, or lower tier participants (45 CFR 76, Appendices A and B).

Even if unable to certify to these statements, the applicant organization must, nonetheless, submit the certification and attach an explanation.

d) *Research Misconduct*

- 42 CFR Part 50, Subpart A, “Responsibilities for PHS awardees and applicant institutions for dealing with and reporting possible misconduct in science.”
- 42 CFR 94, “Public Health Service standards for the protection of research misconduct whistleblowers” (effective on the date set forth in the final rule).

Each covered institution must certify that it will comply with the above policies and the requirements of the Final Rule.

A copy of the institution’s Annual Report on Possible Research Misconduct (Form 6349), routinely sent to all PHS awardees by the Office

of Research Integrity, shall be forwarded to HRSB program staff upon request.

e) *Assurance of Compliance* (Civil Rights, Handicapped Individuals, Sex Discrimination, Age Discrimination)

The institution has filed with the U.S. Department of Health and Human Services (DHHS) Office for Civil Rights: an Assurance of Compliance (Form HHS 690) with Title VI of the Civil Rights Act of 1964 (PL 88352, as amended), which prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973 (PL 93-112, as amended) which prohibits discrimination on the basis of handicaps; Title IX of the Education Amendments of 1972 (PL 92-318, as amended), which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975 (PL 94-135), which prohibits discrimination on the basis of age.

*Implementing regulations:*

- 45 CFR 80: Civil Rights
- 45 CFR 84 and 85: Handicapped Individuals
- 45 CFR 86: Sex Discrimination
- 45 CFR 91: Age Discrimination

f) *Conflict of Interest*

- 42 CFR 50, Subpart F, “Responsibility of applicants for promoting objectivity in research for which PHS funding is sought.”

g) *Other Documentation*

The Department of Health reserves the right to revise or expand the requirements applicable to research conduct, as well as legal and administrative oversight, as part of the negotiation of any contract arising from this request for applications.

# New York State Health Research Science Board

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**Santo M. DiFino, M.D., Chair**

Hematology-Oncology Associates of Central New York, P.C.

**Christine Ambrosone, Ph.D.**

Roswell Park Cancer Institute

**Geri Barish\***

1 in 9, Long Island Breast Cancer Coalition

**Alexander P. Gross\*, P.E.**

Man-to-Man

**Russell Hilf, Ph.D.**

University of Rochester School of Medicine

**Carl Johnson\*, M.S.**

New York State Department of Environmental  
Conservation

**Philip J. Landrigan, M.D., M.Sc.**

Mount Sinai School of Medicine

**Thomas J. Lester, M.D.**

Katonah Medical Group

**Alexander Y. Nikitin\*, M.D., Ph.D.**

Cornell University

**Arun Puranik, M.D.**

Capital District Radiation Oncology, P.C.

**Peter T. Rowley, M.D.**

University of Rochester Medical Center

**Lawrence Sturman\*, M.D., Ph.D.**

New York State Department of Health

**Jean Wactawski-Wende, Ph.D.**

University at Buffalo

**Marc Wilkenfeld, M.D.**

Columbia University Medical Center

\*ex officio member

# Breast Cancer Research and Education Program Award Recipients

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## A. 1998 Award Recipients

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### EMPIRE, Pilot Grants

Albany Medical College

**Thomas T. Andersen, Ph.D.**

*AFP-Derived Peptides which Stop Breast Cancer Growth*

Albert Einstein Medical Center-Yeshiva University

**John Condeelis, Ph.D.**

*Isolation of Motile Tumor Cells from Live Breast Tumors*

Benedictine Health Foundation

**Barbara Sarah, M.S.W.**

*Nurturing Neighborhood Networks*

Canisius College

**Susan M. Aronica, Ph.D.**

*Hormonal Regulation of Mammary Chemokine Expression*

Long Island Jewish Medical Center-Albert Einstein

**Eliot M. Rosen, Ph.D.**

*BRCA1 Modulates Estrogen Receptor Response in Breast Cancer*

Medical and Health Research Association of New York

**Dorothy J. Jessop, Ph.D.**

*Preparing for Prevention Breast Cancer: MIC-FPP/MHRA*

Memorial Sloan Kettering Institute for Cancer Research

**Laura Liberman, M.D.**

*Cost-Effectiveness of Stereotactic Vacuum Breast Biopsy*

New York University Medical Center

**Pamela Cowin, Ph.D.**

*The Role of beta-Catenin in Breast Cancer*

New York University Medical Center

**Elissa L. Kramer, M.D.**

*Combined Radioimmunotherapy/Chemotherapy for Breast Cancer*

New York University Medical Center

**Herbert H. Samuels, M.D.**

*Inhibition of Breast Cancer Cell Growth by Retinoids*

New York University Medical Center

**William F. Symmans, M.D.**

*Cellular Responses during Neoadjuvant Paclitaxel Therapy*

Population Council

**Milan K. Bagchi, Ph.D.**

*Role of Steroid Receptor Coactivators in Breast Cancer*

Rensselaer Polytechnic Institute

**Jonathan C. Newell, Ph.D.**

*Breast Tumor Diagnosis by Electrical Impedance Imaging*

Samuel Stranton VA Medical Center

**William J. Hrushesky, M.D.**

*Fertility Cycles and Breast Cancer Outcome*

State University of New York at Buffalo

**Marilyn E. Morris, Ph.D.**

*Dietary Modulators of Multidrug Resistance*

State University of New York at Stony Brook

**Lisa A. Mueller, M.D.**

*Dendritic Cell Infusion to Treat Metastatic Breast Cancer*

State University of New York at Stony Brook

**Jacqueline E. Testa, Ph.D.**

*Identification and Cloning of a Breast Cancer Metastasis Gene*

Wadsworth Center, New York State Department of Health

**Andrew A. Reilly, Ph.D.**

*Improving Diagnostic Accuracy of Mammography by Image Analysis*

### Postdoctoral Fellowships

Albert Einstein Medical Center-Yeshiva University

**Mark D'Amico, Ph.D.**

*Mechanisms of CK1 Tumor Suppression in Breast*

Albert Einstein Medical Center-Yeshiva University  
**Sang-hoon Kim, Ph.D.**  
*Role of Spindel Checkpoint in Preventing Breast Cancer*

Long Island Jewish Medical Center-Albert Einstein  
**Mingsheng Wang, M.D.**  
*Prevention of Breast Cancer by Pregnancy-and Lactation-induced Mammary Gland Differentiation: The role of mammary-derived growth inhibitor-related gene MRG*

Memorial Sloan Kettering Institute for Cancer Research  
**Shawn J. Stachel, Ph.D.**  
*Total Synthesis of Salicylhalamide A*

New York University Medical Center  
**Ajita A. Bhat, Ph.D.**  
*Structural Determinants of Estrogen Receptor Isoforms*

New York University Medical Center  
**Alexandra Imbert, Ph.D.**  
*The Role of Plakoglobin in Breast Cancer*

State University of New York at Stony Brook  
**Deborah S. Black, Ph.D.**  
*Dissection of Integrin Signaling Using Yersinia YopE*

University of Rochester  
**Shannon Hilchey, Ph.D.**  
*A Novel Model for Xenoantigen-Targeted Tumor Immunotherapy*

Weill Medical College of Cornell University  
**Xiaojia Guo, Ph.D.**  
*Retinyl Esterification In Human Breast Cancer Cells*

## **B. 2001 Award Recipients**

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### **EMPIRE, Pilot Grants**

Binghamton University  
**Walker Land, Ph.D.**  
*Computer-Aided Classification for Breast Cancer Screening*

Columbia University Mailman School of Public Health  
**Victoria Raveis, Ph.D.**  
*Breast Cancer and the Family Caring Unit: Psychosocial Issues*

Hamilton College  
**George Shields, Ph.D.**  
*Design of Molecules that Inhibit Human Breast Cancer*

Medical & Health Research Association of New York City, Inc.  
**Mary Ann Chiasson, Dr. PH.**  
*Informal Networks and Breast Cancer Screening in Black Women*

Mid Hudson Options Project  
**Hope Nemiroff**  
*Companion/Advocate for Breast Cancer Patient Medical Visit*

Mount Sinai School of Medicine  
**Barry Rosenstein, Ph.D.**  
*Screening for ATM Mutations in an African-American Population*

Mount Sinai School of Medicine  
**Toru Ouchi, Ph.D.**  
*DNA Damage and BRCA1-Interacting Protein*

Our Lady of Mercy Medical Center  
**Polly Etkind, Ph.D.**  
*A Viral Etiology for a Subset of Human Breast Cancers*

Roswell Park Cancer Institute  
**William Kraybill, M.D.**  
*Hyperthermia and DOXIL: Laboratory to Breast Cancer Clinic*

Roswell Park Cancer Institute  
**John Subject, Ph.D.**  
*Immunotherapy of Breast Cancer using HSP110-HER-2/neu Vaccine*

Roswell Park Cancer Institute  
**Xinhui Wang, M.D., Ph.D.**  
*Anti-angiogenesis and Immunotherapy of Breast Carcinoma*

State University of New York at Buffalo  
**Michael Detty, Ph.D.**  
*New Sensitizers for Photodynamic Therapy of Breast Cancer*

State University of New York at Stony Brook  
**Ute Moll, M.D.**  
*Role of the p53/p73 Interference Network in Breast Cancer*

State University of New York at Stony Brook  
**Dafna Bar-Sagi, Ph.D.**  
*Human Sprouty, A Novel Antagonist of EGF Receptor Signaling*

State University of New York at Upstate Medical University  
**Matthew Allen, Vet. M.B., Ph.D.**  
*Radiation Therapy for Skeletal Metastases of Breast Cancer*

University of Rochester Medical Center  
**Kishan Pandya, M.D.**  
*Treatment of Hot Flashes due to Tamoxifen in Women with Breast Cancer*

University of Rochester Medical Center  
**Shuyuan Yeh, Ph.D.**  
*Androgen Receptor Knockout in Breast and Breast Cancer Cell*

Wadsworth Center, New York State Department of Health  
**Donald Carl Porter, Ph.D.**  
*Thymidylate Synthase Proteolysis to Improve Drug Sensitivity*

Wadsworth Center, New York State Department of Health  
**Erasmus Schneider, Ph.D.**  
*The Role of the Lysosome in Methotrexate Resistance*

### **Postdoctoral Fellowships**

Cornell University  
**Bendicht Paulie, D.V.M., Ph.D.**  
*Fibronectin's DPP IV Binding Site(s) and Lung Metastasis*

Mount Sinai School of Medicine  
**Stuart Aaronson, M.D.**  
*BRCA2: Identification of Binding Proteins and Domain Mapping*

New York University School of Medicine  
**Pamela Cowin, Ph.D.**  
*Role of Beta-Catenin in Mammary Stem Cells and Breast Cancer*

New York University School of Medicine  
**Michele Pagano, M.D.**  
*The Role of the F-Box Protein Skp2 in Breast Cancer*

New York University School of Medicine  
**Mark Phillips, M.D.**  
*Characterization of TPR1 as a Ras Binding Protein*

State University of New York at Upstate Medical University  
**David Gilbert, Ph.D.**  
*Promoter Shut-off System of ORC1 in Cultured Mammalian Cells*

Strang Cancer Research Laboratory  
**Alvaro Monteiro, Ph.D.**  
*Functional Assay for BRCA1*

Weill Medical College of Cornell University  
**Lorraine Gudas, Ph.D.**  
*Retinoid and Hox-A Target Genes in Human Breast Cancer Cells*

### **C. 2002 Award Recipients**

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The Maurer Foundation  
**Stephanie Kassebaum**  
*Breast Health Educator Certification Program*

South Fork Breast Health Coalition  
**Susan Barry Roden**  
*Breast Health Education-A Tailoring Approach*

St. John Baptist Church at Buffalo  
**Rev. Michael Chapman**  
*The Fruitbelt Community Witness Project*

To Life! Inc.,  
**Lauren Ayers**  
*Medical Caregivers – Treating the Whole Breast Cancer Patient*

New York State Department of Health <b>Health Research Science Board</b> Breast Cancer Research and Education Program		LEAVE BLANK—FOR DOH USE ONLY. Focus _____ Date Received _____ _____ Appl. Number _____	
<b>1. PROJECT TITLE</b> ( <i>Do not exceed 60 characters, including spaces and punctuation.</i> )			
<b>2. FELLOW CANDIDATE AND FELLOWSHIP SPONSOR</b>		<b>3. APPLICANT ORGANIZATION</b>	
2a. Fellow's Name (Last, First, Middle)	Degree(s)	3a. Legal Name (Entity to which payment will be sent, i.e. Payee)	
2b. Sponsor's Name (Last, First, Middle)	Degree(s)	3b. Street Address/Suite (Address where payment is to be sent)	
2c. Sponsor's Professional Title Relevant to Application		3c. P.O. Box	
2d. Sponsor's Institutional Affiliation		3d. City	
2e. Department, Service, Laboratory or Equivalent Unit		3e. Zip Code	
2f. Institutional Subdivision (College, Division or Equivalent Unit)		<b>4. TYPE OF ORGANIZATION</b> Public <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local Private <input type="checkbox"/> Private Nonprofit For profit <input type="checkbox"/> General <input type="checkbox"/> Small Business <input type="checkbox"/> WMO	
2g. Street Address/Suite		<b>5. FEDERAL IDENTIFICATION NUMBER</b> (nine digits)	
2h. P.O. Box		<b>6. LEGISLATIVE DISTRICT NUMBERS</b> (for address in Item 15) Senate _____ Assembly _____	
2i. City		<b>7. CHARITIES REGISTRATION NO. EXEMPT</b>	
2j. Zip Code		<b>8. ENTIRE PROJECT PERIOD</b>	
2k. Telephone		<b>9. YEAR ONE TOTAL COSTS REQUESTED</b>	
2l. Fax		<b>10. TOTAL PROJECT COSTS FOR ALL YEARS</b>	
2m.E-mail		<b>11a. APPLICATION HISTORY</b> <input type="checkbox"/> New <input type="checkbox"/> Resubmission of Application No.	
<b>11b. SUBCONTRACT</b> <input type="checkbox"/> No <input type="checkbox"/> Yes*		<b>12. HUMAN SUBJECTS</b> <input type="checkbox"/> No <input type="checkbox"/> Yes	
<b>13. VERTEBRATE ANIMALS</b> <input type="checkbox"/> No <input type="checkbox"/> Yes		12a. Exemption No. _____	12b. IRB Approval Date _____ <input type="checkbox"/> Expedited IRB Review <input type="checkbox"/> Full IRB Review
13a. If "Yes," IACUC Approval Date _____		12c. Assurance of Compliance No. _____	13b. Animal Welfare Assurance No. _____
13c. USDA Registration No. _____		<b>14. OFFICIAL TO BE NOTIFIED IF AWARD IS MADE</b>	
<b>15. OFFICIAL SIGNING FOR APPLICANT ORGANIZATION</b>		<b>16. PRINCIPAL INVESTIGATOR or FELLOWSHIP SPONSOR AND CANDIDATE ASSURANCE</b> I certify that the statements herein are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. I agree to accept responsibility for the scientific conduct of the project and to fulfill the technical reporting requirements if a contract is awarded as a result of this application.	
Name _____ Title _____ Address _____  Telephone _____ FAX _____ E-mail _____		Name _____ Title _____ Address _____  Telephone _____ FAX _____ E-mail _____	
<b>17. APPLICANT ORGANIZATION CERTIFICATION/ ACCEPTANCE</b> I certify that the statements herein are true, complete and accurate to the best of my knowledge. I certify compliance with all applicable assurances and certifications pertaining to: human subjects, vertebrate animals, research misconduct, debarment and suspension, drug free workplace, financial conflict of interest, and civil rights. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties.		_____ <b>SIGNATURE OF SPONSOR NAMED IN 2b. (In blue ink) DATE</b>	
_____ <b>SIGNATURE OF FELLOWSHIP CANDIDATE (In blue ink) DATE</b>		_____ <b>SIGNATURE OF OFFICIAL NAMED IN 15. (In blue ink) DATE</b>	

**SCIENTIFIC ABSTRACT:** Summarize concisely your proposed research, outlining objectives, methods, and relevance to the breast cancer problem. Compose the abstract so that persons from diverse scientific backgrounds can easily understand the work proposed. Do not include proprietary/confidential information.

**DO NOT EXCEED THE SPACE PROVIDED. Abstract type density may not be less than 10 cpi and may not exceed 6 vertical lines per inch.**

**PERFORMANCE SITE(S)** (*Organization, City, State*). List the applicant organization first, followed alphabetically by other sites.

**KEY PERSONNEL.** Provide the information requested; list the fellowship sponsor first, the fellowship candidate second, and then other key personnel alphabetically.

Name	Organization	Role in Project and Percent Effort
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**TABLE OF CONTENTS**

Number pages consecutively, enter "N/A" if not applicable

Page Numbers

A. Face Page.....		1
Face Page for Subcontracting Organization(s).....		_____
B. Scientific Abstract, Performance Sites and Key Personnel.....		_____
C. Table of Contents.....		_____
D. Budget for Project Period(s).....		_____
Budget(s) for Contractual Arrangements.....		_____
E. Budget Justification.....		_____
F. Biosketch—Fellow ( <i>Not to exceed four pages</i> ).....		_____
Sponsor ( <i>Not to exceed four pages</i> ).....		_____
Other Key Personnel ( <i>Not to exceed two pages each</i> ).....		_____
G. Facilities and Resources.....		_____
H. Project Plan		
1. Background and Preliminary Results.....	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border-left: 2px solid black; border-right: 2px solid black; border-bottom: 2px solid black; width: 20px; height: 100px; margin-right: 5px;"></div> <div style="text-align: left; padding-left: 5px;"> <p>Items 1 – 4: (<i>Not to exceed 10 pages, inclusive of figures and tables</i>).....</p> </div> </div>	_____
2. Specific Aims.....		_____
3. Relevance.....		_____
4. Research Design and Methods.....		_____
5. Timeline.....		_____
6. Literature Cited.....		_____
I. Human Subjects.....		_____
J. Vertebrate Animals.....		_____
K. Research Categories and Lay Abstract.....		_____
L. Conflict of Interest.....		_____
M. Checklist.....		_____

- N. Appendix – *Two three-hole-punched, collated and stapled sets. Appropriately assemble, secure and label with fellowship sponsor’s name, PI, institution, etc.*  Check if Appendix is included
- Other items (list):  Check if 3 sealed references are included
- Sealed References** original copy of the application must include three signed, sealed references

**PROPOSED BUDGET**

<b>BUDGET CATEGORY</b>		<b>Year One</b>	<b>Year Two</b>	<b>Total</b>
<i><b>PERSONAL SERVICE (PS)</b></i>				
1	FELLOW'S STIPEND <sup>1</sup>			
2	FRINGE BENEFITS			
3	SUBTOTAL PS			
<i><b>OTHER THAN PERSONAL SERVICE (OTPS)</b></i>				
4	SUPPLIES			
5	TRAVEL <sup>2</sup>			
6	SUBTOTAL OTPS			
7	<b>TOTAL PS AND OTPS</b>			
8	Facilities and Administration <sup>3</sup>			
9	Total Sub-Contractual Costs <sup>4</sup>			
10	<b>TOTAL PROJECT COSTS<sup>5</sup></b> Sum of lines 7 + 8 + 9 may not exceed \$60,000/year			

<sup>1</sup> Recommended Stipends:  
Year One: \$35,000  
Year Two: \$37,000

<sup>2</sup> Applicants are to budget for travel annually to New York City to present their results to the Health Research Science Board and for candidate's participation at a national scientific meeting.

<sup>3</sup> Facilities and Administration Costs not to exceed 8.7% of Line 7. (This corresponds to 8 percent of total project costs.)

<sup>4</sup> Provide additional copies of Form Page 4 for each subcontractor, completing lines 1 - 10.

<sup>5</sup> Total project costs requested may not exceed \$60,000 per year; Year Two may not exceed Year One.



**BIOGRAPHICAL SKETCH**

Provide the following information for the key personnel listed on Form Page 2.

Do not exceed four pages each for sponsor and candidate. Follow instructions provided on both Form Page 6 and Form Page 6a.

NAME	POSITION/TITLE
------	----------------

**EDUCATION/TRAINING** (Begin with baccalaureate or other initial professional education, and include postdoctoral training.)

INSTITUTION AND LOCATION	DEGREE (if applicable)	YEAR(S)	FIELD OF STUDY

**EXPERIENCE/QUALIFICATIONS/AVAILABLE FUNDING:** I. In chronological order, list employment experience, concluding with present position. II. List professional activities and honors relevant to the application. Include present membership on federal, state or local government public advisory committee(s). III. In chronological order, list complete references for all publications during the past three years and relevant earlier publications. If the publication list exceeds the page limit, select the most pertinent publications. Mark with an asterisk (\*) the five publications most relevant to the proposed project. IV. List all current or pending funding available. Include funding source, award number, project title, principal investigator, total project period, and direct costs for the current budget period. Fellowship candidates who have or will be applying for support that would run concurrently with the period covered by this application, should mark such support with an asterisk (\*).

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## Additional Biographical Information Required

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For Forms Page 6 and Page 6a limit four pages each for sponsor and candidate, and two pages each for all other key personnel listed on Form Page 2. Sponsors who are five years or less into their first permanent position are encouraged to identify a more senior collaborator to co-sponsor the fellow.

### 1) Sponsor

#### (a) Summary of Training Experience

Report the number of pre- and post-doctoral fellows who have completed training under your supervision. In a table, list up to five representative trainees and indicate their name, degree/program completed (e.g., M.S., Ph.D. or postdoctoral), year training was completed and current position title and affiliation.

Also report the names for pre- and post-doctoral fellows who will be actively training under your supervision during the fellow's tenure.

### 2) Candidate

#### (a) Dissertation Summary

For Ph.D. candidates, list the title, advisor's name and a brief (up to ¾ page) summary of dissertation research. The summary should include the aims, approaches used and key research results. If the advisor has not provided a letter of support, please explain.

#### (b) Fellowship Goals

Explain the goals and outcomes expected from your fellowship training, and their relevance to your career goals in breast cancer basic or clinical research or education. Include a summary of your previous research or subspecialty training experience. Describe the skills, theories and scientific understanding that will be obtained during this fellowship. Indicate how this training will advance your professional development in the field of breast cancer research.

#### (c) Sponsor Selection

Describe the rationale for sponsor selection. If you have remained at your doctorate-awarding institution, explain how this will not compromise, but rather will benefit your professional development.

#### (d) Research Training and Other Activities

In a table, list the percent effort devoted to research training and other activities (e.g., teaching, clinical duties, course work). The total must equal 100 percent. All activities must clearly relate to the training proposed and your future plans as an investigator in the field of breast cancer. If applicable, list the titles of courses to be taken or taught.

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## FACILITIES and RESOURCES

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**FACILITIES:** Specify the facilities to be used for conduct of the proposed research. Indicate the performance site(s) and describe pertinent site capabilities, relative proximity and extent of availability to the project. Under "Other," identify support services such as machine shop and electronics shop, and specify the extent to which such services will be available to the project. Use continuation pages if necessary.

**Laboratory:**

**Clinical:**

**Animal:**

**Computer:**

**Office:**

**Other:**

---

**MAJOR EQUIPMENT:** List the most important equipment items already available for this project, noting the location and pertinent capabilities of each.

## **Project Plan**

- A. Background and Preliminary Results
- B. Specific Aims.
- C. Relevance
- D. Research Design and Methods.
- E. Timeline
- F. Literature Cited.

---

**New York State Breast Cancer Research and Education Program**  
**Human Subjects Certification**

---

The project entitled, \_\_\_\_\_, has been reviewed and approved by the Institutional Review Board (IRB) of \_\_\_\_\_.

The review process, protocol and informed consent document(s) have been determined to be in compliance with New York State Public Health Law (PHL) Article 24-A,; 45 CFR Part 46, unless exempt from the provisions of that Part; and, if applicable, 21 CFR Parts 50, 56, 312, 361 and 812.

In addition, the IRB has determined that:

- informed consent will be obtained from all study participants, or their legally authorized representatives, unless the study is exempt from the requirements of 45 CFR Part 46 and is not human research as defined by PHL Section 2441 (2);
- if applicable, the IRB has received and reviewed written approval from an authorized representative of each site where the study will take place;
- the risks of the research study, including pain or discomfort, have been minimized consistent with sound research design, and proposed research procedures do not unnecessarily expose research participants to risk or discomfort;
- any use of race, ethnicity or gender as a research study inclusion or exclusion criterion, other than use of such criterion to reflect the racial, ethnic or gender composition of the general population of New York State or the United States, is necessary to accomplish the research goals;
- the investigator will immediately withdraw a subject from the research study if continued participation would be detrimental to a subject's well-being; and
- the IRB will communicate to Health Research Science Board (HRSB) program administrators at the Department of Health: (i) any unanticipated problems at any site(s) involving risks to subjects; or (ii) any serious or continuing noncompliance with the IRB's policy or requirements; or (iii) any suspension or termination of IRB approval;

In addition to the above, for research involving participants who are minors, mentally disabled adults who lack capacity to provide informed consent to research participation, or prisoners, the IRB has also determined that:

- the research study constitutes either: (i) research with a prospect of direct benefit to participants; or (ii) research with no prospect of direct benefit to participants, but which presents minimal risk;
- the research study, involving one or more mentally disabled adults, uses IRB-approved methodologies and procedures for initial capacity assessment, including: (i) notice to a prospective subject that his/her capacity to consent to research is under consideration; (ii) notice to a prospective subject of a determination that he/she lacks the capacity to consent to research; and (iii) the opportunity for a prospective subject to contest such a determination of incapacity prior to enrollment in the research through a second opinion and a judicial proceeding; and
- prior to involving in a research study a minor, a mentally disabled adult who lacks the capacity to provide informed consent to research participation, or a prisoner, the investigator will obtain such individual's assent to research participation<sup>1</sup>.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

<sup>1</sup> A minor's objection need not be honored if an independent physician determines that the research intervention or procedure holds out a prospect of direct benefit that is important to the health or well-being of the minor, and is available only within the context of the research project.

**Vertebrate Animals**

This form is required only for applications that checked “Yes” for vertebrate animals on the face page.

Complete separate tables for **ALL** vertebrate animal protocols to be used with the grant application if funded. Present information from the applicant organization first, followed by subcontracting or consortium organizations.

Institution: _____
Institutional Animal Care & Use Number: _____
NYS DOH Animal Care & Use Certificate Number: _____
USDA Registration Number (if applicable to species): _____
Vertebrate Animal Approval Status <input type="checkbox"/> Approved <input type="checkbox"/> Pending
Protocol Number: _____ Principal Investigator: _____
Project Title: _____ _____
Approval Date: _____ Are <u>you</u> listed as an approved investigator on this protocol: <input type="checkbox"/> Yes <input type="checkbox"/> No
Does your institution require annual (or more frequent) reviews of this protocol: <input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes”, when is the next review: _____
Repeat table as often as necessary.

All applications proposing vertebrate animal research are required to address the five points below. Acquisition and use of animals at all performance sites **must** comply with New York State Public Health Law, Article 5, Title I, Sections 504, 505-a.

1. Provide a detailed description of the animal use proposed in the research work plan, including identification of the species, strains, ages, sex, and number of animals to be used.
2. Justify the use of animals, the choice of species and the number to be used; provide power calculations to justify your application.
3. Describe the procedures for ensuring that discomfort, distress, pain and injury will be limited to that which is unavoidable in the conduct of scientifically sound research. As appropriate, describe the use of analgesic, anesthetic and tranquilizing drugs, and comfortable restraining devices to minimize discomfort, distress, pain and injury.
4. Describe any method of euthanasia to be used and the reasons for its selection. State whether this method is consistent with the recommendations of the Panel on Euthanasia of the American Veterinary Medical Association. If not, present a justification for not following the recommendations.

## **Research Categories and Lay Abstract**

Present the information requested below in non-technical terms. Failure to do so could adversely affect the application's Programmatic Review. Use available space to your best advantage; comply with font guidelines (e.g. Arial 11 or Times Roman 12).

Introduction/Background to the research topic:

The question(s) or central hypothesis of the research:

The general methodology to be used:

Innovative elements of the project:

Impact on Treatments or Cures

## **Conflict of Interest**

The following information will be used by program staff to avoid real and apparent conflicts of interest during the review process.

- 1) *Scientific Collaborations.* For each person indicated on Form Page 2, list alphabetically any individuals from Connecticut, Massachusetts, New Jersey, Pennsylvania, Vermont or New Hampshire, and their organizational affiliation, who have been collaborators on a project, book, article, report or paper within the last 48 months. If there are no collaborators for a person listed, please so indicate.
- 2) *Training Relationships.* For each person indicated on Form Page 2, list alphabetically any individuals from Connecticut, Massachusetts, New Jersey, Pennsylvania, Vermont or New Hampshire and their organizational affiliation, with whom the person has had an association during the last five years as thesis advisor or postdoctoral sponsor.
- 3) *Financial or Other Conflicts.* For each person listed on Form Page 2, list the businesses in which the person has a financial interest relevant to the proposed project; also list other potential conflicts that do not fall into previous categories.

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**CHECKLIST**

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**ASSURANCES/CERTIFICATIONS**

The following assurances/certifications are verified by the signature of the official signing for the applicant organization on the Face Page of the application. Descriptions of individual assurances/certifications begin on page 13 (Section VI) of the *Contract Policy Statement and Conditions*. If unable to certify compliance as applicable, provide an explanation, and place it after this page.

- Human Subjects
- Vertebrate Animals
- Debarment and Suspension
- Drug-Free Workplace
- Research Misconduct
- Assurances of Compliance
  - Civil Rights (Form HHS 441 or HHS 690)
  - Handicapped Individuals (Form HHS 641 or HHS 690)
  - Sex Discrimination (Form HHS 639-A or HHS 690)
  - Age Discrimination (Form HHS 680 or HHS 690)
- Conflict of Interest
- Publication and Intellectual Property Rights

# GRANT CONTRACT

STATE AGENCY (Name and Address): \_\_\_\_\_

NYS COMPTROLLER'S NUMBER: \_\_\_\_\_

ORIGINATING AGENCY CODE: \_\_\_\_\_

CONTRACTOR (Name and Address): \_\_\_\_\_

TYPE OF PROGRAM(S) \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable): \_\_\_\_\_

FROM:

TO:

CHARITIES REGISTRATION NUMBER: \_\_\_\_\_

FUNDING AMOUNT FOR INITIAL PERIOD: \_\_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ or ( ) EXEMPT:  
(If EXEMPT, indicate basis for exemption): \_\_\_\_\_

MULTI-YEAR TERM (if applicable): \_\_\_\_\_

FROM:

TO:

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

CONTRACTOR IS( ) IS NOT( ) A  
SECTARIAN ENTITY

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

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

## OTHER APPENDICES

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

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

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

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

STATE AGENCY

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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 )

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

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

## STATE OF NEW YORK

### AGREEMENT

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

#### WITNESSETH:

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

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

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

#### I. Conditions of Agreement

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

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives

summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

## II. Payment and Reporting

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

## III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

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

#### V. Property

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

#### VI. Safeguards for Services and Confidentiality

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

**APPENDIX A**  
**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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (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 \$30,000 (State Finance Law Section 163.6.a).

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

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

Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for

the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but

must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7 th Floor  
Albany, New York 12245  
Telephone: 518-292-5220

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  
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

APPENDIX A-1  
(REV 02/03)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

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

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

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101 -121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

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

- o 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.

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

*Instructions for Certification*

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

decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

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

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

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

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

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

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

- υ Certificate of Disability Benefits Insurance, form DB-120.1, or
- υ Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
- υ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for disability benefits insurance.

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

## APPENDIX A-2

### Contract Policy Statement and Conditions

#### A. Ethical Considerations

The Health Research Science Board (HRSB) stipulates that each awarded grant contract satisfy the following requirements:

In accepting an award from the New York State Department of Health for support from the Breast Cancer Research and Education Fund, each project investigator agrees to conform strictly to the codes of practice, regulations and laws governing ethical conduct of scientific research in her/his own laboratory/institution. She/he is solely responsible if any of these regulations are infringed. If experimental procedures conducted pursuant to this proposal are performed in another state or country, either directly by the principal investigator (PI) and any co-investigators, or in collaboration with other persons, the PI and contracting organization agree to ensure that such research does not violate New York State laws and regulations applicable to such research if performed in New York State. Representatives of the contracting organization will inform HRSB program administrators of any and all instances of actual or potential lapses in scientific integrity by any project participant as soon as this information becomes known to the contracting entity. The contracting organization is fully responsible for investigation of these instances (see Section H.(d)).

#### B. Human Subjects Research

Human subjects research is essential to continued advancement of scientific knowledge concerning breast cancer. In carrying out such research, the rights and welfare of all individual research participants are of critical importance. Furthermore, additional safeguards must protect especially vulnerable research subjects, including minors, mentally disabled adults who lack capacity to provide informed consent to research participation, and prisoners.

Accordingly, no research study shall be approved for funding recommendation by HRSB unless it is demonstrated that all the following requirements are satisfied:

- The research study will comply with New York State Public Health Law (PHL) Article 24-A, Sections 2440 to 2446.
- The research study will comply with 45 CFR Part 46 (unless exempt from the requirements of this Part) and, if applicable, 21 CFR Parts 50 and 56; 21 CFR 312; 21 CFR 361; and 21 CFR 812.
- The research study will comply with all other applicable federal and New York State laws, regulations and guidelines.
- The research study has been approved by an Institutional Review Board (IRB).
- If applicable, the applicant organization's IRB has received and reviewed written approval from an authorized representative of each site where the study will take place.

- The IRB has determined that informed consent will be obtained from all study participants, or their legally authorized representatives, unless the study is exempt from the requirements of 45 CFR Part 46 and is not human research as defined by PHL Section 2441 (2).
- The IRB has determined that the risks of the research study, including pain or discomfort, are minimized consistent with sound research design and that procedures proposed by the research do not unnecessarily expose research participants to risk or discomfort.
- The IRB has determined that any use of race, ethnicity or gender as an inclusion or exclusion criterion for the research study, other than use of such criterion to reflect the racial, ethnic or gender composition of the general population of New York State or the United States, is necessary to accomplish the goals of the research.
- The IRB has determined that the investigator will immediately withdraw a subject from the research study if continued participation would be detrimental to the subject's well-being.
- The IRB will communicate to HRSB program administrators; (i) any unanticipated problems involving risks to subjects; (ii) any serious or continuing noncompliance with IRB policy or requirements; and (iii) any suspension or termination of IRB approval.

#### Vulnerable Populations

Research with no prospect of direct benefit and posing more than minimal risk is prohibited for research participants who are minors, mentally disabled adults who lack capacity to provide informed consent to research participation, or prisoners. No research study in which any research participant is a minor, a mentally disabled adult who lacks capacity to provide informed consent to research participation, or a prisoner shall be approved by HRSB unless it is demonstrated to the Board, and the Board determines that all the following requirements, in addition to the requirements set forth above, are satisfied:

- The IRB has determined that the research study constitutes either: research with a prospect of direct benefit to research participants; or research with no prospect of direct benefit to research participants that presents minimal risk.
- The IRB has determined that all research participants have suffered breast cancer.

If the research involves one or more mentally disabled adults, each investigator must use IRB- approved methodologies and procedures for initial capacity assessment, including: procedures for notice to a prospective subject that her/his capacity to consent to research is under consideration; notice to a prospective subject of a determination that she/he lacks the capacity to consent to research; and the opportunity for a prospective subject to contest such a determination of incapacity through a second opinion and a judicial proceeding prior to enrollment in the research.

The IRB has determined that, prior to involving in a research study a minor, a mentally disabled adult who lacks the capacity to provide informed consent to research participation, or a prisoner, each investigator shall obtain such individual's assent to research participation.<sup>1</sup>

The Department of Health reserves the right to revise or expand requirements applicable to human subjects research as part of negotiation of any contract arising from this request for proposals.

### **C. Animal Use**

HRSB requires that all individuals and institutions that conduct research using animals supported by the Breast Cancer Research and Education Fund adhere to all federal, State and local laws pertaining to humane care and use of animals for research purposes. Research proposals submitted to the Board for consideration are expected to be reviewed by an Institutional Animal Care and Use Committee (IACUC) whose guidelines are in compliance with the U.S. Public Health Service's *Policy on Humane Care and Use of Laboratory Animals*, and *Guide for the Care and Use of Laboratory Animals*, as well as any other federal, State and local laws or regulations (e.g., the federal Animal Welfare Act and its implementing regulations; and PHL Article 5, Title I, Sections 504 and 505-a).

### **D. Tissue**

HRSB will support research using human tissue, other than human pluripotent stem cells, and requires that such research adhere to all federal, State, and local laws, regulations and guidelines pertaining to use of such tissue, including, but not limited to, PHL Article 5, Title V, Sections 570 to 581; Article 24-A, Sections 2440 to 2446; Article 43, Sections 4301 to 4309; Article 43-B, Sections 4360 to 4366; and 42 USC Section 289g, et seq. Research proposing to use pluripotent stem cells requires appropriate, and rigorous legal and ethical oversight. Proposals will not be considered until federal oversight guidelines have been fully implemented and Breast Cancer Research and Education Research Program policy is developed.

### **E. Publication and Intellectual Property Rights**

1. It is HRSB's intent that the results of research it supports as well as the resources created through its sponsorship be disseminated and made easily available to the research community. Manuscript submission for publication of research funded by the Breast Cancer Research and Education Fund cannot be delayed by investigators or their research institutions for more than 60 days after the manuscript is completed. Research results are to be submitted promptly for publication in internationally recognized scientific journals, and not delayed for more than such time period for commercial reasons, or any other reasons unconnected with editorial delays to ensure scientific accuracy and presentation.
2. The State of New York shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any published or otherwise reproducible material, device, invention, technique, or methodology developed under or in the

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<sup>1</sup> A minor's objection need not be honored if an independent physician determines that the research intervention or procedure holds out a prospect of direct benefit that is important to the health or well-being of the minor, and is available only within the context of the research.

course of performing this funded research, dealing with any aspect of the research activity, or of the results and accomplishments attained from the research. Use by those other than the State of New York under this license shall be limited to research and governmental purposes.

3. The State of New York shall be provided advance written notice of any assignment or transfer of intellectual property rights generated as a result of research supported by the Fund. Any such assignment or transfer must acknowledge, and be consistent with, the license rights granted the State pursuant to the above paragraph.
4. Support by the New York State Breast Cancer Research and Education Fund should be acknowledged in all publications, presentations and products of research in a form consistent with the publication's guidelines, e.g.:

“...supported by the New York State Breast Cancer Research and Education Fund through Department of Health Contract # <<>>. Opinions expressed are solely those of the author and do not necessarily reflect those of the Health Research Science Board, the New York State Department of Health, or the State of New York.”

The minimum acknowledgement is “NYS Breast Cancer Research and Education Fund”.

5. Contractor agrees, pursuant to the provisions of Chapter 647 of the Laws of 1999, and Chapter 229 of the Laws of 2000, both of the State of New York, to provide the Department with the study, any data supporting that study, and the identity of the principal person or persons who performed such study. If such study is used as the basis for the promulgation, amendment, or repeal of a rule, regulation, or guideline used in enforcement of a statute, rule, or regulation, the study, any data supporting that study, and the identity of the principal person or persons who performed the study shall be subject to disclosure in accordance with the provisions of Chapters 647 and 229.

## **F. Reporting Requirements**

### 1. Scientific/Technical

#### *Progress Reports*

The principal investigator's scientific/technical reporting obligations will include:

1. submitting two brief (two-page) scientific progress reports during the contract period;
2. participating in an annual or biennial scientific meeting sponsored or co-sponsored by HRSB; and
3. submitting a detailed scientific report within 60 days of project termination.

Progress reports will describe:

- project participants, including trainees and/or fellows;
- activities and findings corresponding to research or education/outreach aims; and
- products resulting during the reporting period (e.g., abstracts, publications, presentations, or invention disclosures). Copies of published abstracts, publications and other products resulting from Fund support should be submitted to HRSB program staff as soon as available.

## *Other Activities*

Awardees shall participate with program staff in meetings, conference calls, site visits, or other reasonable activities as frequently as deemed necessary, for the monitoring, evaluation and scientific exchange of the project results/outcomes.

## Financial

The Department of Health reimburses contractors for approved, allowable expenditures incurred under the awarded contract. After successful contract negotiation and execution, and at the start of the project period, up to 25 percent of the total annual award amount may be advanced to not-for-profit contracting organizations upon submission of a standard New York State voucher (available by written request from the Office of the State Comptroller, Supply Room, 110 State Street, Albany, New York 12236). The contracting organization will be responsible for disbursing funds to any sub-contractors in accordance with the amounts approved for their research. If facilities and administration costs are charged by a sub-contractor, the same limits as for EMPIRE and fellowships apply to the subcontractor. The New York State Department of Health will not establish contracts for the HRSB with entities outside of New York State.

The contracting organization will submit quarterly vouchers within 60 days of the end date of the period for which reimbursement is being claimed, accompanied by a budget statement that reports expenditures corresponding to approved budget categories. Prior approval by HRSB program staff will be required for all budget line interchanges. A request for budget line interchanges must be made in writing and include a justification for the proposed changes. A statement to the effect that the proposed changes will not negatively affect the scope of work as defined in the Research Plan must also be included. Budget line interchanges which (on the most recent in a series of budget line interchanges which cumulatively) exceed \$12,000 or 10 percent of the grand total of the budget amount require Office of the State Comptroller notification.

## **G. Other Information**

1. Documents submitted to the Department of Health on behalf of the HRSB program will not be returned to the applicant.
2. The initial budgetary plan incorporated into a contract between the New York State Department of Health and the contracting organization may be reviewed and revised each year, depending on research progress and the availability of funds.
3. The New York State Department of Health may require reimbursement of all or a part of the award if ineligible expenses have been incurred or false accounting statements have been submitted.
4. The Department of Health or the State of New York will assume no responsibility for any damage or injuries caused in relation to research conducted with the support of the Breast Cancer Research and Education Fund.
5. Detailed arrangements for starting the research program (e.g., start date, award amount and work plan) will be negotiated by the contracting organization and HRSB program staff.

6. Equipment may not be purchased within 90 days of contract termination.
7. Recipient entities accept auditing of their expenditures by an appointed representative of the HRSB at any time within three days prior notice to the Director, Office of Sponsored Programs.
8. Incorporated into all contracts between the contracting organization and the New York State Department of Health will be Appendix A, "Standard Clauses for all New York State Contracts"; Appendix A-1, "Agency-Specific Clauses for All Department of Health Contracts"; and Appendix A-2, "Program-Specific Terms and Conditions".
9. A contract may not be entered into for any work involving "employment of employees in employment" without satisfactory evidence, as described below, that the payment of Workers' Compensation and disability benefits has been secured for all employees (Workers' Compensation Law Sections 57 and 220, as amended by Chapter 213, L.1993).

1.) Workers' Compensation Insurance:

- Certificate of Workers' Compensation Insurance, on Workers' Compensation Board form C-105.2 or State Insurance Fund form U-26.3 (naming Department of Health, Wadsworth Center, Room E275, Albany, NY 12237); OR
- affidavit certifying that compensation has been secured (Form SI-12); OR
- statement that applicant does not require Workers' Compensation or disability benefits coverage (Form WC/DB 100 or WC/DB 101, completed for Workers' Compensation).

2.) Disability Insurance:

- Certificate of Insurance (Form DB-120.1); OR
- Notice of Qualification as self-insurer under Disability Benefits Law (Form DB-153); OR
- statement that applicant does not require Workers' Compensation or disability benefits coverage (Form WC/DB 100 or WC/DB 101, completed for disability benefits insurance).

## **H. Assurances and Certifications.**

The New York State Health Research Science Board has adopted the following federal regulatory mechanisms to ensure responsible administration of its awards and preserve the integrity of the research enterprise it supports. By signing the Face Page of the proposal, the authorized representative of the applicant organization certifies that, in addition to all applicable State and local statutes and regulations, the applicant organization will comply with applicable federal regulations and statutes, including, but not limited to:

(a) Human Subjects:

- Protection of Human Subjects: 45 CFR 46.

(b) Vertebrate Animals:

- U.S. Public Health Service (PHS) *Policy on Humane Care and Use of Laboratory Animals*

- PHS *Guide for the Care and Use of Laboratory Animals*
- Animal Welfare Act as amended (7 USC 2131, et sec.), if applicable, and other federal statutes and regulations relating to animal care and use

(c) Debarment and Suspension/Drug Free Workplace:

- 45 CFR 76, “Government-wide debarment and suspension (nonprocurement) and Government-wide requirements for drug-free workplace (Grants),” Appendix A.
- Contractors will be required to obtain a similar certification from subawardees, or lower tier participants (45 CFR 76, Appendices A and B).

Even if unable to certify to these statements, the applicant organization must, nonetheless, submit the certification and attach an explanation.

(d) Research Misconduct:

- 42 CFR Part 50, Subpart A, “Responsibilities for PHS awardees and applicant institutions for dealing with and reporting possible misconduct in science.”
- 42 CFR 94, “Public Health Service standards for the protection of research misconduct whistleblowers” (effective on the date set forth in the final rule).

Each covered institution must certify that it will comply with the above policies and the requirements of the Final Rule.

A copy of the institution’s Annual Report on Possible Research Misconduct (Form 6349), routinely sent to all PHS awardees by the Office of Research Integrity, shall be forwarded to HRSB program staff upon request.

(e) Assurance of Compliance (Civil Rights, Handicapped Individuals, Sex Discrimination, Age Discrimination):

The institution has filed with the U.S. Department of Health and Human Services (DHHS) Office for Civil Rights: an Assurance of Compliance (Form HHS 690) with Title VI of the Civil Rights Act of 1964 (PL 88352, as amended), which prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973 (PL 93-112, as amended) which prohibits discrimination on the basis of handicaps; Title IX of the Education Amendments of 1972 (PL 92-318, as amended), which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975 (PL 94-135), which prohibits discrimination on the basis of age.

*Implementing regulations:*

- 45 CFR 80: Civil Rights
- 45 CFR 84 and 85: Handicapped Individuals
- 45 CFR 86: Sex Discrimination
- 45 CFR 91: Age Discrimination

(f) Conflict of Interest

- 42 CFR 50, Subpart F, “Responsibility of applicants for promoting objectivity in research for which PHS funding is sought.”

(g) Other Documentation

The Department of Health reserves the right to revise or expand the requirements applicable to research conduct, as well as legal and administrative oversight, as part of the negotiation of any contract arising from this request for proposals.

APPENDIX B

BUDGET  
(sample format)

Organization Name: \_\_\_\_\_

Budget Period: Commencing on: \_\_\_\_\_ Ending on: \_\_\_\_\_

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE:	_____

Other Than Personal Service Amount

Category

Supplies	
Travel	
Telephone	
Postage	
Photocopy	
Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE \_\_\_\_\_

GRAND TOTAL \_\_\_\_\_

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### 1. Payment and Reporting Terms and Conditions

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

- o 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
- o 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:

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

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

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

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

liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

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

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

## II. Progress and Final Reports

Organization Name: \_\_\_\_\_

Report Type:

### A. Narrative/Qualitative Report

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

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

### B. Statistical/Quantitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

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

D. Final Report

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

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

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

#### I. CORPORATE INFORMATION

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

#### II. SUMMARY STATEMENT

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

#### III. PROGRAM GOALS

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

#### IV. SPECIFIC DELIVERABLES

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

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

APPENDIX X

Agency Code \_\_\_\_\_

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

Period \_\_\_\_\_

Funding Amount for Period \_\_\_\_\_

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

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

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

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Printed Name

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

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

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

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

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

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

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



**EXECUTIVE ORDER #127  
CONTRACTOR DISCLOSURE OF CONTRACTS**

This form shall be completed and submitted with your bid/proposal or offer. Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If, at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

Name of Contractor: \_\_\_\_\_

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

Name and Title of Person Submitting this Form: \_\_\_\_\_

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle):

Initial filing      Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

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

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

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

Place of Principal Employment: \_\_\_\_\_

Occupation: \_\_\_\_\_

Does the above named person or organization have a financial interest in the procurement? (Please circle) Yes      No

"Financial interest in the procurement" shall mean:

- (a) owning or exercising direct or indirect control over, or owning a financial interest of more than one percent in, a contractor or other entity that stands to gain or benefit financially from the award of a procurement contract; or
- (b) receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain or benefit from a contractor or other individual or entity that stands to benefit financially from a procurement contract; or
- (c) being compensated by, or being a member of, an entity or organization which is receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain from a contractor or other individual or entity that stands to benefit financially from a procurement contract; or
- (d) receiving, expecting or attempting to receive any other financial gain or benefit as a result of the procurement contract;
- (e) being a relative of a person with a financial interest in the procurement, as set forth in paragraphs (a) through (d) above. For purposes of this paragraph, "relative" shall mean spouse, child, stepchild, stepparent, or any person who is a direct descendant of the grandparents of an individual listed in paragraphs (a) through (d) above or of the individual's spouse.



**ATTCHMENT 15**

Sample RFA for EMPIRE Grants

New York State Health Research Science Board  
Breast Cancer Research and Education Program

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Award Year 2001

# Guidelines, Instructions and Application Forms for EMPIRE Grants and Postdoctoral Fellowships

Administered by the  
New York State Department of Health  
Wadsworth Center, Room E275  
Empire State Plaza  
Albany, NY 12201-0509

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*“Under Governor Pataki’s leadership, New York has taken major steps to protect and ensure that the special health care needs of women with breast cancer are met. Ongoing research plays a vital role in New York’s efforts to not only find a cure but to help prevent and treat women who are already coping with the devastating effects of breast cancer.”*

Antonia C. Novello, M.D., M.P.H., Dr.P.H.  
New York State Commissioner of Health

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**DEADLINE FOR SUBMISSION: June 29, 2001**



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# Breast Cancer Research and Education Program

## I. Program Information

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### A. Background

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Each year more than 12,000 women are diagnosed with breast cancer in New York State, and nearly 3,500 women die from this disease. In response to this crisis, Governor George E. Pataki authorized legislation in 1996 creating the Breast Cancer Research and Education Fund (the Fund). The Fund is financed by donations made on New York State income tax forms, direct gifts to the Fund, and proceeds from sales of “Drive for the Cure” specialty license plates. In October 2000, Governor Pataki signed legislation authorizing State funds to match dollar-for-dollar check-off donations and specialty plate proceeds. The Health Research Science Board (the Board), whose membership roster appears on page 22, administers the Fund. Among the Board’s main duties are to solicit, review and recommend to the Commissioner of Health creative and innovative research or education projects for support by the Fund.

### B. Program Objectives

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The Board expects that outcomes of supported activities will benefit subsequent research or education efforts, breast cancer policy or the continuum of breast cancer care – from prevention to treatment. To fulfill this vision, proposals may address any topic or issue related to breast cancer causation, prevention, detection, treatment or cure. Any investigative approach appropriate to the proposal topic may be used, including, but not limited to, basic, behavioral, clinical, environmental, epidemiological or psychosocial research.

Award recipients and project titles for the 1998 competition are listed on pages 23-24. Applicants are advised that some relevant topic areas were under-represented in the first competition, including proposals on:

- *Basic biology* – to elucidate normal breast biology and development, and mechanisms of breast cancer causation.

- *Environmental issues* – to clarify the relationship, if any, between particular environmental factors and breast cancer etiology. Applicants are encouraged to consider using existing resources and registries.
- *Bio-psychosocial issues* – to fill gaps in knowledge and obtain information useful for future identification of the “best practices” for psychosocial treatment and support.

However, proposals addressing these areas will not receive special consideration in the current competition. Of primary importance is proposal merit – the highest quality projects are most likely to be recommended for support.

### C. Funding Mechanisms

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Two funding mechanisms are available: **Empowerment through Innovative Research and Education (EMPIRE)** grants, (i.e., pilot grant projects) and **Postdoctoral Fellowships**. Important considerations for funding both mechanisms are the high likelihood that the individuals supported will successfully secure funding from other sources based upon results obtained from their research project, or that the project’s results can be integrated rapidly into policy or practice in New York State.

#### 1. EMPIRE Grants

The intent of EMPIRE grants is to provide initial support for preliminary testing of novel or high-risk hypotheses, or innovative breast cancer outreach activities. Long-term goals of education or outreach activities should include improved decision-making for consumers, especially to determine what activities work for whom, when, and at what cost.

## 2. Postdoctoral Fellowship Awards

The intent of the Postdoctoral Fellowship awards is to support the continued training of basic or clinical investigators with exceptional potential for making significant contributions to the battle against breast cancer.

At least \$2 million is expected to be available to support both mechanisms in this competition cycle. The number of awards per mechanism is not known at this time, but will be determined from consideration of the number and quality of proposals submitted, and total funds available.

## D. Contract Recipients

---

Grant contracts are executed between the New York State applicant organization and the New York State Department of Health. The contracting organization will be fully responsible for the conduct, and the fiscal and legal management of the project.

## E. Proposal Information Meetings

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To clarify any issues or questions concerning the request for proposals (RFP), program administrators will conduct two proposal information meetings, one in Manhattan and another in Rochester. At these sessions, potential applicants will have the opportunity to discuss proposal guidelines, and review criteria and instructions with program staff.

There is no registration fee to attend the meetings. Attendees are asked to pre-register by Wednesday, April 11, providing the attendee name(s) and contact information (organizational affiliation – if relevant; mailing address; phone; fax; and e-mail). This information may be e-mailed to [HRSB@wadsworth.org](mailto:HRSB@wadsworth.org) or faxed to (518) 486-2798. Travel costs to attend the meetings are the responsibility of the attendee.

A summary of the presentations and issues discussed at each meeting site will be made available to all applicants at <http://www.wadsworth.org/new/rfp/index.htm> about one

week after each meeting. For those applicants without Internet access, hard copies will be available upon request.

Proposal information meetings are scheduled for:

### Manhattan

Monday, April 16, 2001  
10:00 AM – 12:00 PM  
5 Penn Plaza, Rm. 302  
Manhattan, NY 10001

### Rochester

Wednesday, April 18, 2001  
1:00 PM – 3:00 PM  
691 St. Paul St., 4<sup>th</sup> Floor  
Rochester, NY 14605

## F. Eligibility

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### 1. Applicant Organizations

Eligible applicant organizations include academic or medical institutions, state or local government agencies, public, private, or community-based organizations, or any other institution within the State of New York. Organizations awarded funds must have the ability to monitor funds, maintain individual accounts and fulfill other fiscal management criteria. Unaffiliated individuals are ineligible for awards.

### 2. Investigators

Investigators may submit both an EMPIRE proposal as principal investigator and a fellowship proposal as sponsor. However, each investigator may receive only one award, either the EMPIRE grant or a postdoctoral fellowship award.

#### *a) Citizenship*

There are no citizenship restrictions for either mechanism.

#### *b) Degree Requirements*

#### **EMPIRE**

There are no degree restrictions for principal investigators.

## Postdoctoral Fellowships

Candidates and sponsors must have doctoral-level degrees (e.g., Ph.D., M.D., D.V.M., Psy.D., Ed.D., etc.) by the award start date, December 1, 2001.

### *c) Additional Eligibility Requirements*

#### EMPIRE

Beginning or established investigators or educators, as well as individuals from disciplines that have not traditionally focused on breast cancer are encouraged to apply. Awardees from the first Board competition are eligible to apply. However, proposals submitted must represent new endeavors and not continuations of previously supported work.

#### Postdoctoral Fellowships

**Sponsors/Mentors** – To encourage new or cross-disciplinary approaches to breast cancer research, fellowship sponsors (i.e., mentors or supervisors) need not be well established in the breast cancer field, although they should be highly qualified to supervise the proposed project. Sponsors may submit more than one fellowship application; however, only one award will be made per sponsor.

**Candidates** – Fellowship nominees may have no more than two years of prior postdoctoral training under the sponsor's supervision by the expected start date of the award, December 1, 2001. Nominees may have more than one sponsor to enhance training, but only one sponsor of record is permitted. Candidates may not have been funded previously by the Fund.

## G. Award Size and Duration

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Grant contract awards will be for one-year periods, and may be renewed for a second year contingent upon adequate progress, availability of funds, and the continued best interests of the Health Research Science Board or the State of New York.

## EMPIRE

Total support requested may be up to \$50,000 per year for up to two years.

#### Postdoctoral Fellowships

Total support requested may be up to \$50,000 per year. Awards for clinical research fellows (M.D.'s or other clinical degrees) may be for one or two years; awards for basic, biomedical or behavioral research fellows (M.D., Ph.D. or other doctoral-level candidates) will be for a two-year period.

## H. Allowable Costs

---

### 1. Personnel Service

#### EMPIRE

Support for technical staff or student stipends is allowed, and should be consistent with institutional policies and proportionate to the percent effort expended. Fringe benefits may be requested in accordance with institutional guidelines for each position, provided such benefits are applied consistently by the applicant organization as a direct cost to all sponsors. Tuition reimbursement is not an allowable expense. Partial salary support for the principal investigator or postdoctoral fellows is allowed, but must be essential for the conduct of the proposed project.

#### Postdoctoral Fellowships

At least \$35,000 is to be allocated for each fellow's year-one stipend and \$37,000 for the year-two stipend. Support for fringe benefits may be requested in accordance with institutional guidelines for postdoctoral fellows, provided that such support is administered consistently by the applicant organization as a direct cost to all sponsors. The stipend may be supplemented by other sources to offset the cost of living; however, in such case additional effort may not be required from the fellow.

Basic and clinical research fellows are to be involved in their proposed training full-time. Research clinicians must restrict clinical

duties to those activities that are directly related to the research training experience.

## 2. Other than Personnel Service

### EMPIRE

Support may be requested for supplies, animals and the cost of their care, and other items and services needed for the proposed project. Funds should be budgeted for annual travel to New York City to present project results to the Health Research Science Board.

#### Postdoctoral Fellowships

Funds should be budgeted for annual travel to New York City to present project results to the Board. Any remaining funds can be applied to other allowable costs, e.g., participation at a national meeting. Note: the Board expects the sponsor, the institution or other external funding sources to contribute to the cost of supplies or other expenses for each fellow's research. Available support for such costs should be clearly conveyed in the sponsor's biosketch.

## 3. Facilities and Administration Costs

### EMPIRE

Facilities and administration costs may not exceed 10 percent of total costs requested (*e.g., \$5,000 of \$50,000 total costs requested*) and if waived, may be used for costs associated with the project.

#### Postdoctoral Fellowships

Facilities and administration costs are limited to 8 percent of total project costs and if waived, may be used to supplement the fellow's stipend.

## I. Proposal Selection Process

Proposals will be reviewed by a two-tiered process. The first level of review will be for scientific, technical and educational/training merit, as determined by panels of scientific/technical experts and lay breast cancer survivors. Depending upon

the number of proposals received, panels may be organized by topic area or funding mechanism. Panels will comprise a Board member, at least one breast cancer survivor, and a sufficient number of individuals qualified to provide scientific, technical and educational review of the proposal. The second level of review will be for programmatic balance as determined by the Board. Meritorious proposals best able to fulfill the intent of the Breast Cancer Research and Education Program will be recommended for funding to the Commissioner of Health.

## 1. Proposal Review

All proposals will be examined for completeness by program administrators. Incomplete proposals or those that fail to follow instructions may be returned to the applicant without further consideration.

Complete EMPIRE and fellowship proposals will be reviewed using criteria described below. If warranted by the number of proposals submitted, review panels may elect to apply the National Institutes of Health (NIH) streamlining process. Briefly, based upon reviewers' consensus, proposals scored in the top half of those applications under consideration will be discussed. The panel may elect to discuss any proposal determined to be in the lower half of those submitted. All proposal applicants will receive unedited, anonymous copies of reviewers' critiques, and may receive a brief written synopsis of the panel's key points after the selection process is completed.

Proposals will receive two scores, both on a scale of 1 to 5 according to the NIH scale (i.e., the higher the score, the less likely is the proposal to be funded). One score will reflect the overall scientific/technical merit of the proposal as determined by the funding mechanism's review criteria, and the second score will reflect the proposal's significance to breast cancer and the project results' potential to lead to future funding or impact rapidly breast cancer policy or practice in New York State.

## a) *Scientific/Technical Merit Review Criteria*

### EMPIRE

*Approach.* Is the project plan the most appropriate strategy to achieve the proposal's aims? Does the applicant identify or acknowledge potential problem areas, and consider alternative methods or approaches? While preliminary data are not required, if provided, do they support the scientific rationale or need for the study? Will project results unambiguously support or refute the proposed hypothesis, or will investigators be able to evaluate the program's success based on the parameters measured?

*Applicants' Qualifications.* Does the principal investigator and project team have the appropriate professional training and experience to carry out the work proposed? As relevant, if the applicant is not yet established, or is new to breast cancer research or education, what is her/his potential to contribute significantly to the field? Are consultants/collaborators proficient in designing experiments, developing and validating survey instruments, analyzing data, or serving as mentors to new breast cancer investigators available to the project team?

*Environment.* Do participants have access to sufficient facilities and resources to ensure successful completion of the project? Are collaborative arrangements, if proposed, well established? If not yet well developed, are plans for collaboration clearly described and feasible? Is there evidence that the applicant organization has the resources to support the project and has it documented its willingness to contribute to successful completion of the project?

*Budget Justification.* Is the budget reasonable and well justified for the proposed research? Is the project period reasonable, and the scope of work appropriate and realistic? Is there evidence of appropriate institutional commitment or cost sharing in the proposal?

## Postdoctoral Fellowships

*Candidate.* The candidate's previous academic and research performance and her/his potential to become an important contributor to the biomedical, behavioral or clinical sciences related to breast cancer.

*Sponsor and Training Environment.* The quality of the training environment and the qualifications of the sponsor(s) as mentors to facilitate the proposed research training experience.

*Training Potential.* The value of the proposed fellowship experience as it relates to the candidate's needs in preparation for a career as an independent researcher in the field of breast cancer.

*Research Proposal.* The scientific merit of the proposal.

## b) *Significance Review Criteria*

Does the project address an important area related to breast cancer? What is the likelihood the project will lead to further funding, or be rapidly translated into practice, or impact policy to be disseminated to appropriate populations?

## c) *Other Review Criteria*

In addition to scientific/technical merit, all proposals will be reviewed for adequacy of protections of human subjects or vertebrate animals, as relevant, as well as for potential overlap with other funded activities.

Merit reviewers may recommend modifications to a proposal's scope of work or budget.

## J. Notification of Results

Principal investigators and fellowship sponsors will receive formal notification of the competition's outcome. Applicant organizations will be notified of proposals awarded funding by the Commissioner of Health. Contracts will be negotiated between the New York State Department of Health and the applicant organization, with input from the principal investigator or fellowship sponsor.

## II. Proposal Instructions

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### A. General Guidelines

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The instructions below are applicable to both EMPIRE and postdoctoral fellowship proposals. The same forms are used for both mechanisms, and are available at <http://www.wadsworth.org/new/rfp/index.htm> or may be requested from program administrators.

- Directives.* Please read and follow the instructions carefully. The proposal plan should be complete, concise and clear. In addition to scientific and technical experts, proposals will be reviewed by breast cancer survivors for programmatic relevance.
- Inquires.* Questions about proposal application procedures may be submitted to program administrators via e-mail ([HRSB@wadsworth.org](mailto:HRSB@wadsworth.org)) or fax at (518) 486-2798, no later than Wednesday, June 20, 2001. Responses to such inquiries will be made within one week of receipt, and will be made available to all applicants at <http://www.wadsworth.org/new/rfp/index.htm>. Potential applicants are encouraged to attend a proposal information session (see p.2).
- Formatting Density.* Type density should average no more than 12 characters per inch (cpi) in the body of the proposal (e.g., research plan and abstract on Form Page 2); maximum line number should be six lines per vertical inch. Applications that do not conform to this format may be returned to the applicant unreviewed.
- Page Margins.* Except for the forms provided, text margins should be one inch on the left side and 0.75 inch on all other sides.
- Headers and Footers.* The principal investigator's or fellowship sponsor's name (last name, first name) should appear at the top right-hand corner of each page. Pages should be numbered consecutively at the center of the page, bottom edge.
- Page Limitations.* Do not exceed the page limits stated for each section. Figures and illustrations referenced in the research plan are included in the five-page research plan limit. Applications that exceed the stated page limits may be returned to the applicant unreviewed.
- Appendices.* Postdoctoral fellows must include three signed, sealed references (see p.14, Appendices). Five collated sets of appendices or other supplementary materials may be submitted for use by primary scientific/technical reviewers. If human subjects research is proposed, the informed consent document(s) must be included in the appendix. Other allowable materials include: Institutional Review Board (IRB) or Institutional Animal Care and Use Committee (IACUC) approvals; memoranda of understanding or contractual agreements; letters of collaboration or support; or highly relevant publications or manuscripts. Appendices should not serve to circumvent page limitations. All material crucial to the proposal should be incorporated within the five pages of the research plan.
- Proposal Package.* Proposal materials should provide reviewers and the Board with sufficient information to evaluate fairly the project's purpose and suitability of selected approaches; the participants' qualifications (i.e., principal investigator and co-investigators, or fellowship sponsor/candidate pair), and the resources available to proposal participants for supporting the proposed project.

*Guides to Proposal Preparation.* Applicants new to grant writing or unfamiliar with research oversight regulations are encouraged to obtain advice from their institution's sponsored programs office (or equivalent). An excellent article on grant writing can be found at the Human Frontier Science Program Web site: <http://www.hfsp.org/how%5Fapply/how%5Fto%5Fapply%5Fgrantsmanship.htm> – (The Art of Grantsmanship, by Jacob Kraicer.) Grant writing tip sheets from the National

Institutes of Health can be found at [http://grants.nih.gov/grants/grant\\_tips.htm](http://grants.nih.gov/grants/grant_tips.htm). Especially helpful is the link, “How to Write a Research Grant”. Applicants without Web access are invited to request these documents from program

administrators. General information presented in the National Science Foundation’s “Guide for Proposal Writing” may also be useful and can be found at <http://www.nsf.gov/cgi-bin/getpub?nsf9891>.

## III. Proposal Components

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### A. Proposal-Specific Guidelines

EMPIRE and postdoctoral fellowship proposals are similarly structured. However, some differences are noted in the instructions below and on some proposal forms. Please attend to the differences in the information requested on the Biographical Sketch Form, the project plan instructions and appendices requirements. Applicants are responsible for providing the correct information appropriate to their individual proposals.

#### 1. Face Page (Form Page 1)

1. **Project Title.** Describe the focus or purpose of the proposed project in up to 60 characters and spaces; longer titles will be truncated.
2. **Principal Investigator (PI) or Fellowship Sponsor.** Check the appropriate proposal mechanism (i.e., EMPIRE or Postdoctoral Fellowship). Provide information requested; insert “N/A” in lines that are not applicable.
3. **Applicant Organization.** The legal name of the entity to whom payment will be made in the event of an award. Provide information requested; insert “N/A” in lines that are not applicable.
4. **Type of Organization.** Check appropriate box(es). A small business is an independently owned and operated entity not dominant in the field in which research is proposed, and employing 500 or fewer persons. A “WMO” is a woman- or minority-owned business.
5. **Federal Identification Number.** Enter the applicant organization’s nine-digit Internal Revenue Service employer identification number.

6. **Legislative District Numbers.** Enter the New York State Senate and Assembly district numbers corresponding to the address provided in item 15, Face Page (Form Page 1). Senate district information may be found at: [www.senate.state.ny.us](http://www.senate.state.ny.us) and Assembly district information obtained by calling (518) 455-4100.
7. **Charities Registration Number.** In the space provided, enter the applicant organization’s registration number or if exempt, indicate the exemption category. For information on registration numbers or exemption status, contact the Office of the Attorney General, Charities Bureau at 518-486-9797 or 212-416-8430.
8. **Entire Project Period.** Enter the proposed project period (i.e., the start and end dates of the entire project). Applicants should request a December 1, 2001 start date. The Department of Health will endeavor to negotiate an earlier start date if possible. In the event an award is recommended, no fiscal commitment or obligations should be incurred until the actual start date is confirmed by the New York State Department of Health.
9. **Year-One Total Costs Requested.** Enter Year-One total costs (line 13, Year One, Form Page 4). All amounts requested in items 9 to 11 on Form Page 1 and on the budget page(s) must be in U.S. dollars, not to exceed \$50,000.
10. **Total Project Costs for All Years.** Not to exceed \$100,000.
11. **Subcontract.** Check whether the proposal includes a subcontract to another entity or institution.

12. **Human Subjects.** If human subjects will not be involved in any activity during the proposed project period, check “NO” in item 12. The remaining parts of item 12 are then not applicable; enter N/A. If human subjects will be involved in any activity during the proposed project period, either at the applicant organization, subcontractor organization, or at any other performance site or collaborating institution, check “YES.” Any research conducted using human subjects shall comply with the human research conditions described on pages 16-17, Article B of the *Contract Policy Statement and Conditions*. Compliance is demonstrated, in part, by submission of a New York State Health Research Science Board Human Subjects Research Certification, signed by the organization’s Institutional Review Board (IRB) chair or other authorized individual (see Form Page 7). This certification will also be required of collaborating or subcontracting organizations, prior to contract execution.

**Exempt Activities:** If the human subjects activities are exempt from applicable regulations, insert in item 12a the exemption number(s) corresponding to one or more of the six exemption categories. The remaining parts of item 12 are then not applicable and should be left blank. The New York State Department of Health will make all final determinations as to whether the proposed activities are covered by applicable regulations or qualify for an exempt category, based on the information provided in the proposal. A current exemption certification form signed by the organization’s IRB will be required for contract execution.

**Non-exempt Activities:** If the human subject activities are not exempt, complete the remaining parts of item 12. Report in 12b the IRB approval date, and check whether IRB review was expedited or full. The approval date must be no earlier than one year prior to the proposal due date. If the applicant organization has an approved Multiple Project Assurance of Compliance form on file with the federal Office for Human Research Protection (OHRP), formerly the Office for Protection from Research Risks (OPRR), that covers the specific activity, insert the Assurance number in 12c.

If IRB review has begun but is not completed by the time the proposal is submitted, enter “Pending” in item 12b. Informed consent documents must be provided in the proposal’s appendix for proposal review, even if IRB review is pending. The organization’s certification of IRB approval, the NYS Health Research Science Board Breast Cancer Program Human Subjects Certification form (Form Page 7), and approved informed consent documents will be required for contract execution.

13. **Vertebrate Animals.** If vertebrate animals will not be used in any activities during the proposed project period, check “NO” in item 13. The remaining parts of item 13 are then not applicable and should be left blank. If vertebrate animals are involved in any activities during the project period, either at the applicant organization, subcontractor organization, or at any other performance site or collaborating institution, check “YES.” In item 13a, provide the date of Institutional Animal Care and Use Committee (IACUC) approval. If IACUC review is not completed by the time the proposal is submitted, enter “Pending” in 13a. IACUC review is required prior to contract execution. If the applicant organization has an approved Animal Welfare Assurance form on file with the Office of Laboratory Animal Welfare (OLAW), formerly OPRR, insert in item 13b the Assurance number, and if required for the species under investigation, the U.S. Department of Agriculture (USDA) registration number.

If the applicant organization does not have an approved Animal Welfare Assurance form on file with OLAW or a USDA registration number, and these are required, insert “NONE” in 13b. In this case, the applicant organization, by the official’s signature on the face page, is declaring that it will comply with U.S. Public Health Service policy on the care and use of animals by establishing an IACUC, and submitting an Animal Welfare Assurance form and verification of IACUC approval whenever requested to do so. If required, the applicant organization must also register its facility with the USDA.

14. **Official to Be Notified if an Award Is Made.** Provide information requested; indicate “N/A” on lines that are not applicable.
15. **Official Signing for Applicant Organization.** Provide the name and contact information for the individual authorized to act for the applicant organization. This individual will assume the obligations imposed by applicable federal and State laws, regulations, requirements, and conditions for the proposal or contract, and will be responsible for administration and fiscal management of the research program should an award be made. Provide information requested; leave blank those lines that are not applicable. *Note:* This individual typically is not the proposal’s principal investigator.
16. **Principal Investigator or Fellowship Sponsor and Candidate Assurance.** The principal investigator (PI), or the fellowship sponsor and fellowship candidate must sign and date, in blue ink, the Face Page. Persons signing the proposal Face Page certify to the truthfulness, completeness and accuracy of the information provided. The PI or fellowship sponsor is responsible for planning, coordinating and implementing the research program in the event an award is made. The PI or fellowship sponsor will also act as liaison with program administrators, and be required to fulfill technical reporting requirements and submit any revised budgets co-signed by an authorized organizational representative.
17. **Applicant Organization Certification and Acceptance.** The official signing for the applicant organization must sign and date, in blue ink, the Face Page. In signing the application Face Page, the duly authorized organizational representative certifies that the organization will comply with all applicable assurances, and certifications referenced in these proposal guidelines and accompanying *Contract Policy Statement and Conditions*. The applicant organization is responsible for verifying the accuracy, validity and conformity with the latest institutional guidelines of all administrative, fiscal and scientific information in the proposal. Deliberate withholding, falsification or misrepresentation of information may result in administrative

actions, such as withdrawal of a proposal, suspension or termination of an award, debarment of individuals, and/or possible criminal penalties. The signer further certifies that the applicant organization will be accountable for both appropriate use of any funds awarded, and for performance of the grant contract-supported project or resulting activities. The contracting institution may be liable for reimbursement of funds associated with any inappropriate or fraudulent conduct of the project activity.

Proposals that include sub-contractual arrangements are to insert additional Face Pages signed by the lead co-investigator and official signing for the subcontract organization.

*Assurances/Certifications.* All proposal participants and applicant organizations must comply with the terms and conditions set forth in the *Contract Policy Statement and Conditions* (p. 16-21). Each proposal to the HRSB program requires that the assurances and certifications listed on the Checklist, Form Page 8, be verified by the official signing for the applicant organization on the Face Page of the proposal. Regulations governing these assurances and certifications are provided in the *Contract Policy Statement and Conditions*.

## 2. Scientific Abstract/Performance Sites/Key Personnel (Form Page 2)

Follow the instructions provided on Form Page 2. Do not include proprietary/confidential information. The scientific abstract should be composed so that persons from diverse scientific backgrounds can easily understand the work proposed. A lay abstract describing the project and its expected outcomes is requested in section 12.

## 3. Table of Contents (Form Page 3)

Complete the table of contents, entering page numbers as appropriate. Insert “N/A” for sections that are not applicable. Please flag with asterisks (\*) all page numbers containing information that, if released, would put the applicant at a competitive disadvantage (e.g., financial or commercial confidential information, including trade secrets).

Information submitted to the Board is subject to the Freedom of Information Law (New York State Public Officers' Law, Article 6, Sections 84 to 90).

#### 4. Budget (Form Page 4)

Follow instructions provided on the form. Report in U.S. dollars the amount requested for each category, as well as subtotals and totals requested.

#### 5. Budget Justification (no form provided)

Justify amounts requested in each budget category, starting with personnel. Regardless whether financial support is requested, describe briefly the roles of key personnel, fellows and technical staff, and the percent-effort devoted to the project. For each individual to be supported, also report the corresponding dollar value of salary plus fringe benefits. The sum of the individual amounts requested should correspond to "Subtotal Personnel Service" for Year One (line 3, Form Page 4).

Describe fully the necessity for equipment requested. Describe the impact on the project if the equipment request is not approved; provide alternative approaches to completing the work proposed without the equipment purchase.

Merit reviewers will assess the reasonableness of the proposed budget, and may recommend budget or scope of work modifications.

Budget justifications for proposed subcontracts should follow the applicant's justification and be presented in the same format.

#### 6. Biographical Sketch (Form Page 5)

Information requested and biosketch page limitations differ for EMPIRE and postdoctoral fellowship proposals. Please read the form and individual instructions carefully, and provide all requested information.

#### 7. Facilities and Resources (Form Page 6)

Describe the facilities and resources available to support the performance of the proposed project. Also describe any support the applicant organization is providing for the conduct of the project, including any additional facilities or equipment requested in support of the project or available for use at no cost to the project.

#### 8. Project Plan

There are minor differences in the information requested of EMPIRE and Fellowship applicants. Additional requirements for fellowship proposals are bolded.

*Text **and** figures are limited to 5 pages total; figure captions may be under 12 cpi, but must be clearly legible.*

The project plan should present the proposal in sufficient detail to convey clearly and concisely to the reviewer(s) that: (i) the proposal's basis, while innovative and potentially high-risk, is conceptually well-founded and substantiated by the literature; (ii) the approach proposed is the most appropriate strategy; (iii) the applicant will successfully manage expected or unexpected methodological challenges; and (iv) successful completion of the project will aid the Board's mission. **Fellowship proposals** should also convey how successful completion of the project will contribute to the fellow's pursuit of a career in basic or clinical breast cancer research, and generate high quality data that will enable the fellow to secure future funding from other sources. Although the fellowship proposal is a collaborative effort between the sponsor and the fellow, the fellow should write the project plan.

##### *a) Background and Preliminary Results*

Review the literature that underlies the proposed project. The scientific rationale for the project must be extremely compelling; preliminary data, although not required, are strongly encouraged.

### *b) Specific Aims*

List the objectives, hypotheses to be tested, gaps in knowledge to be filled, education or outreach strategies to be developed and evaluated, or technologies/tools to be developed or tested. **Fellowship proposals** must also include a description of training to be obtained during the fellowship.

### *c) Significance*

Describe briefly the proposal's broad significance to breast cancer and provide for each proposed aim a succinct description of how its attainment will advance our understanding of some aspect of breast cancer. This section should also convey the investigator's plans for future studies and possible funding sources, considering results that either support or refute predictions, or future efforts to translate to practice or disseminate project results or outcomes to appropriate target populations or groups. This section should not exceed one page.

### *d) Research Design and Methods*

Describe the plan that will be followed to achieve the specific aims proposed, including descriptions of how data will be interpreted and conclusions drawn (i.e., describe the experimental design, methodological approaches, statistical analyses and interpretation to be used to accomplish the specific aims). Information provided should convey the applicant's understanding of the strengths and limitations of the proposed project design (as evidenced by consideration of alternatives), methodologies, and breast cancer models. Ensure that important unpublished information is presented in sufficient detail to enable reviewers to assess its quality and relevance.

### *e) Timeline (not included in five-page proposal limit)*

Include a timeline for project completion. For multi-investigator proposals (from the same or different organizations), convey clearly the investigators responsible for specific elements, tasks or aims comprising the research plan.

Succinctly describe plans for collaboration, if relevant.

## 9. Literature Cited

References are not included in project plan page limitations, nor is the number of references restricted. However, applicants are urged to select references that comprehensively reflect both current and historic literature. Provide complete citations to references (i.e., include titles).

## 10. Human Subjects (Form Page 7)

Appropriate oversight and administration of human subjects research are essential to the ethical conduct of clinical and preclinical research. In addition to the information requested below, applicants are asked to include in the appendix pending or approved informed consent document(s). As applicable, a New York State Breast Cancer Research and Education Human Subjects Certification (Form Page 7), the institution's standard IRB approval form, a final, approved informed consent document or a signed exemption form from the applicant organization's IRB will be required for contract execution.

If you marked "Yes" on item 12 of the Face Page and did not designate exemptions from the regulations, or plan to include minors, mentally disabled adults or prisoners in your research, succinctly address the following seven points. In addition, if research involving human subjects is to take place at collaborating site(s) or other performance site(s), provide this information before discussing the seven points.

- 1) *Involvement of Human Subjects.* Describe the involvement of human subjects as outlined in the research plan. Include descriptions of the subject population, e.g., number of subjects, age range, race, gender and health status. Provide inclusion or exclusion criteria for any subpopulation. Explain the rationale for involvement of special classes of subjects, such as fetuses, pregnant women, children, prisoners, institutionalized individuals or others who are likely to be vulnerable.

- 2) *Sources-Confidentiality*. Identify the sources of research material obtained from individual living human subjects in the form of specimens, records or data and whether identifiable. Indicate whether the material or data will be obtained specifically for research purposes, or whether use will be made of existing specimens, records or data. Discuss the system that will maintain subjects' confidentiality.
- 3) *Recruitment and Consent*. Describe recruitment plans for subjects and the consent procedures to be followed. Describe when consent will be requested and obtained, who will seek it, the nature of the information to be provided to prospective subjects and the methods of documenting consent. State whether the IRB has authorized a modification or waiver of the elements of consent or the requirement for consent documentation.
- 4) *Risks*. Describe potential risks (physical, psychological, social, legal, or other) and assess their likelihood and seriousness. As appropriate, describe alternative treatments and procedures that might be advantageous to the subjects.
- 5) *Protection from Risk*. Describe the procedures for protecting against or minimizing potential risks, including risk to confidentiality, and assess their likely effectiveness. As appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, as appropriate, describe provisions for monitoring the data collected to ensure the safety and confidentiality of subjects.
- 6) *Benefits*. Discuss why the risks to subjects are reasonable in relation to the anticipated benefits to subjects and in relation to the importance of the knowledge that may reasonably be expected to result.
- 7) *Education*. Individuals who are identified as key personnel and who are involved with human subject research are to indicate their education in the protection of human research participants. For each individual, provide the title and date of the education program completed, and a one-sentence description of the program.

## 11. Vertebrate Animals

If you marked "Yes" on item 13 on the Face Page of the proposal, succinctly address the following five points. In addition, if research involving vertebrate animals is to take place at collaborating site(s) or other performance site(s), provide this information before discussing the five points. Acquisition and use of animals must comply with New York State Public Health Law, Article 5, Title I, Sections 504 and 505-a. Contracts will not be executed until IACUC approval is obtained.

1) Provide a detailed description of the proposed use of animals in the work outlined in the research plan. Identify the species, strains, ages, sex, and numbers of animals to be used in the proposed work.

2) Justify the use of animals, the choice of species, and the numbers to be used, e.g., provide power calculations. If animals are in short supply, costly, or to be used in large numbers, provide an additional rationale for their selection and numbers.

3) Provide information on the veterinary care of the animals involved.

4) Describe the procedures for ensuring that discomfort, distress, pain and injury will be limited to that which is unavoidable in the conduct of scientifically sound research. Describe the use of analgesic, anesthetic, and tranquilizing drugs and/or comfortable restraining devices, as appropriate, to minimize discomfort, distress, pain and/or injury.

5) Describe any method of euthanasia to be used and the reasons for its selection. State whether this method is consistent with the recommendations of the Panel on Euthanasia of the American Veterinary Medical Association. If not, present a justification for not following the recommendations.

## 12. Research Categories and Lay Abstract

Start this section on a new page.

### *Research Categories*

1. Specify which aspect of breast cancer is addressed: (1) cancer biology, (2) prevention, (3) detection and diagnosis, (4) therapeutic treatment, (5) chronic disease management/quality of life, or (6) education.
2. Indicate whether the project is most appropriately considered to be basic or clinical research, or education/outreach.
3. Indicate an appropriate sub-discipline: behavioral, environmental, epidemiological, psychosocial or other (describe).
4. Provide up to five specific keywords and descriptive technical terms that would best explain the technical aspects of your project. Please be sure to include terms that reflect the research topic and methodologies used (e.g., cell signaling, apoptosis, angiogenesis, drug delivery systems, gene therapy, X-ray crystallography, genetic counseling, quality of life, nuclear medicine, immunology, clinical oncology, peer support network or nutrition).

### *Lay Abstract*

In approximately 200 words, describe the purpose and expected outcomes of your proposal. Please use everyday language, easily understandable to all readers; avoid jargon, and highly technical “scientific” terms or words. In the event of an award, this summary would be made available to the public.

## 13. Conflict of Interest

The following information will be used by program staff to avoid real and apparent conflicts of interest during the review process.

*Scientific Collaborations.* For each person indicated on Form Page 2, list alphabetically

any individuals from Connecticut, Massachusetts, New Jersey, Pennsylvania, Vermont or New Hampshire, and their organizational affiliation, who have been collaborators on a project, book, article, report or paper within the last 48 months. If there are no collaborators for a person listed, please so indicate.

*Training Relationships.* For each person indicated on Form Page 2, list alphabetically any individuals from Connecticut, Massachusetts, New Jersey, Pennsylvania, Vermont or New Hampshire, and their organizational affiliation, with whom the person has had an association during the last five years as thesis advisor or postdoctoral sponsor.

*Financial or Other Conflicts.* For each person listed on Form Page 2, list the businesses in which the person has a financial interest relevant to the proposed project; also list other potential conflicts that do not fall into previous categories.

## 14. Ad Hoc Reviewers

You are invited to name up to six reviewers from Connecticut, Massachusetts, New Jersey, Pennsylvania, Vermont or New Hampshire who could give authoritative and objective opinions on your application. The reviewers should not be or have been closely associated with any of the principals in the application within the last five years.

List up to five key words or phrases that describe the reviewer’s specialized fields of competence to enable a balanced panel of reviewers to be chosen. The reviewers eventually selected will not be restricted to those you suggest.

## 15. Checklist (Form Page 8)

For the applicant organization and all subcontracting organizations, provide:

*Assurances/Certifications.* Each proposal to the New York State Department of Health requires that the assurances and certifications listed on the Checklist be verified by the

official signing for the applicant organization on the Face Page (Form Page 1) of the proposal.

In signing the proposal Face Page, the duly authorized organizational representative certifies that the organization will comply with all applicable assurances and certifications referenced in these proposal guidelines, and accompanying *Contract Policy Statement and Conditions*. The signer further certifies that the applicant organization will be accountable for both the appropriate use of any funds awarded, and for performance of the grant contract-supported project or activities.

The applicant organization is responsible for verifying the accuracy, validity and conformity with the latest institutional guidelines of all administrative, fiscal and scientific information in the proposal. Deliberate withholding, falsification or misrepresentation of information may result in administrative actions, such as withdrawal of a proposal, suspension or termination of an award, debarment of individuals, and/or possible criminal penalties. The contracting institution may be liable for reimbursement of funds associated with any inappropriate or fraudulent conduct of the project activity.

## 16. Appendices

For both EMPIRE and postdoctoral fellowship applications proposing non-exempt human subjects research, a copy of the protocol's informed consent document(s) must be included in the Appendix. Other items that may be included are: IRB certification of exemption; IRB approval; the New York State Breast Cancer Research and Education Human Subjects Certification (Form Page 7); IACUC approval; documentation of contractual/

consortium agreements; or letters of support from collaborators. Reprints of up to three papers or manuscripts may be included only if essential to document the investigator's capability to undertake the work proposed.

### Postdoctoral Fellowships

Include *three signed, sealed references and up to three representative publications or abstracts, if available*. Proposals submitted without sealed references may be returned to the applicant.

References are to comment on the fellow's potential for significant contributions to cancer research as indicated by intellectual creativity, written and oral communication skills, commitment and drive and quality of work produced. References are strongly encouraged to provide a relative comparison (i.e., candidate is within the top five percent of all candidates, top 15 percent, etc.)

To ensure the confidentiality of information, the envelopes are not to be opened. The sealed envelopes should be attached to the original proposal.

References should be carefully selected. Only those individuals who can offer the most meaningful comments about the candidate's qualifications for a research career should be used. The sponsor of the application may be counted as a reference. Where possible, select at least one respondent who is not in the applicant's current department or group. If not submitting a reference from the dissertation advisor or chief of service, explain in Biographical Sketch-Additional Fellowship Information (Form Page 5-2) item 2 (a). Graduate or medical school respondents are preferred over those from undergraduate schools.

## IV. Proposal Mailing Instructions

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Proposals submitted for review are to contain the items below. Do not send items in binders or pressboards. The proposal package should contain:

- one original – signed, single-sided copy of the proposal
- 18 double-sided, three-hole punched copies, paper-clipped or stapled
- 16 single-sided three-hole punched copies of the abstract page (Form Page 2)
- five collated copies of any appendices, appropriately assembled and secured, and clearly labeled with the PI's name, applicant organization and proposal title.

Proposals should be sent to the address appropriate to the mail service used as listed below. The exterior of the package should be clearly labeled with the applicant's name and address. A 3" x 5" - postcard labeled "Breast Cancer Proposal" should be affixed to the outside of the package. Applications sent by fax or e-mail will not be accepted.

### A. Express Mail Services

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Breast Cancer Research and Education Program  
New York State Department of Health  
Wadsworth Center, Room E275  
Empire State Plaza  
Dock J – P1 Level  
Albany, New York 12237

Tel: (518) 474-8543

### B. Regular Mail Services

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Breast Cancer Research and Education Program  
New York State Department of Health  
Wadsworth Center, Room E275  
Empire State Plaza  
P.O. Box 509  
Albany, New York 12201-0509

The proposal package must be received no later than **5:00 p.m., Friday, June 29, 2001.**

## V. Anticipated Timeline

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RFP Distribution	mid – late March, 2001
Proposal Information Meetings	April 16 and 18, 2001
Proposal Deadline	June 29, 2001
Proposal Review	September, 2001
Notification of Awards	October-November, 2001
Contract Start Date	December 1, 2001

# VI. Contract Policy Statement and Conditions

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## A. Ethical Considerations

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The Health Research Science Board (HRSB) stipulates that each awarded grant contract satisfy the following requirements:

In accepting an award from the New York State Department of Health for support from the Breast Cancer Research and Education Fund, each project investigator agrees to conform strictly to the codes of practice, regulations and laws governing ethical conduct of scientific research in her/his own laboratory/institution. She/he is solely responsible if any of these regulations are infringed. If experimental procedures conducted pursuant to this proposal are performed in another state or country, either directly by the principal investigator (PI) and any co-investigators, or in collaboration with other persons, the PI and contracting organization agree to ensure that such research does not violate New York State laws and regulations applicable to such research if performed in New York State. Representatives of the contracting organization will inform HRSB program administrators of any and all instances of actual or potential lapses in scientific integrity by any project participant as soon as this information becomes known to the contracting entity. The contracting organization is fully responsible for investigation of these instances (see Section H.(d), page 21).

## B. Human Subjects Research

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Human subjects research is essential to continued advancement of scientific knowledge concerning breast cancer. In carrying out such research, the rights and welfare of all individual research participants are of critical importance. Furthermore, additional safeguards must protect especially vulnerable research subjects, including minors, mentally disabled adults who lack capacity to provide informed consent to research participation, and prisoners.

Accordingly, no research study shall be approved for funding recommendation by HRSB unless it is demonstrated that all the following requirements are satisfied:

- The research study will comply with New York State Public Health Law (PHL) Article 24-A, Sections 2440 to 2446.
- The research study will comply with 45 CFR Part 46 (unless exempt from the requirements of this Part) and, if applicable, 21 CFR Parts 50 and 56; 21 CFR 312; 21 CFR 361; and 21 CFR 812.
- The research study will comply with all other applicable federal and New York State laws, regulations and guidelines.
- The research study has been approved by an Institutional Review Board (IRB).
- If applicable, the applicant organization's IRB has received and reviewed written approval from an authorized representative of each site where the study will take place.
- The IRB has determined that informed consent will be obtained from all study participants, or their legally authorized representatives, unless the study is exempt from the requirements of 45 CFR Part 46 and is not human research as defined by PHL Section 2441 (2).
- The IRB has determined that the risks of the research study, including pain or discomfort, are minimized consistent with sound research design and that procedures proposed by the research do not unnecessarily expose research participants to risk or discomfort.
- The IRB has determined that any use of race, ethnicity or gender as an inclusion or exclusion criterion for the research study, other than use of such criterion to reflect the racial, ethnic or gender composition of the general population of New York State or the United States, is necessary to accomplish the goals of the research.
- The IRB has determined that the investigator will immediately withdraw a subject from the research study if continued participation would be detrimental to the subject's well-being.

- The IRB will communicate to HRSB program administrators; (i) any unanticipated problems involving risks to subjects; (ii) any serious or continuing noncompliance with IRB policy or requirements; and (iii) any suspension or termination of IRB approval.

## 1. Vulnerable Populations

Research with no prospect of direct benefit and posing more than minimal risk is prohibited for research participants who are minors, mentally disabled adults who lack capacity to provide informed consent to research participation, or prisoners. No research study in which any research participant is a minor, a mentally disabled adult who lacks capacity to provide informed consent to research participation, or a prisoner shall be approved by HRSB unless it is demonstrated to the Board, and the Board determines that all the following requirements, in addition to the requirements set forth above, are satisfied:

- The IRB has determined that the research study constitutes either: research with a prospect of direct benefit to research participants; or research with no prospect of direct benefit to research participants that presents minimal risk.
- The IRB has determined that all research participants have suffered breast cancer.

If the research involves one or more mentally disabled adults, each investigator must use IRB-approved methodologies and procedures for initial capacity assessment, including: procedures for notice to a prospective subject that her/his capacity to consent to research is under consideration; notice to a prospective subject of a determination that she/he lacks the capacity to consent to research; and the opportunity for a prospective subject to contest such a determination of incapacity through a second opinion and a judicial proceeding prior to enrollment in the research.

The IRB has determined that, prior to involving in a research study a minor, a mentally disabled adult who lacks the capacity to provide informed consent to research participation, or a prisoner, each investigator shall obtain such individual's assent to research participation.<sup>1</sup>

The Department of Health reserves the right to revise or expand requirements applicable to human subjects research as part of negotiation of any contract arising from this request for proposals.

## C. Animal Use

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HRSB requires that all individuals and institutions that conduct research using animals supported by the Breast Cancer Research and Education Fund adhere to all federal, State and local laws pertaining to humane care and use of animals for research purposes. Research proposals submitted to the Board for consideration are expected to be reviewed by an Institutional Animal Care and Use Committee (IACUC) whose guidelines are in compliance with the U.S. Public Health Service's *Policy on Humane Care and Use of Laboratory Animals*, and *Guide for the Care and Use of Laboratory Animals*, as well as any other federal, State and local laws or regulations (e.g., the federal Animal Welfare Act and its implementing regulations; and PHL Article 5, Title I, Sections 504 and 505-a).

## D. Tissue

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HRSB will support research using human tissue, other than human pluripotent stem cells, and requires that such research adhere to all federal, State, and local laws, regulations and guidelines pertaining to use of such tissue, including, but not limited to, PHL Article 5, Title V, Sections 570 to 581; Article 24-A, Sections 2440 to 2446; Article 43, Sections 4301 to 4309; Article 43-B, Sections 4360 to 4366; and 42 USC Section 289g, et seq. Research proposing to use pluripotent stem cells requires appropriate, and rigorous legal and ethical oversight. Proposals will not be considered until federal oversight guidelines have been fully implemented and Breast Cancer Research and Education Research Program policy is developed.

## E. Publication and Intellectual Property Rights

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1. It is HRSB's intent that the results of research it supports as well as the resources created through its sponsorship be disseminated and made easily available to the research community. Manuscript submission for publication of research funded by the Breast Cancer Research and Education Fund cannot be delayed by investigators or their research institutions for more than 60 days after the manuscript is completed. Research results are to be submitted promptly for publication in internationally recognized scientific journals, and not delayed for more than such time period for commercial reasons, or any other reasons unconnected with editorial delays to ensure scientific accuracy and presentation.
2. The State of New York shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any published or otherwise reproducible material, device, invention, technique, or methodology developed under or in the course of performing this funded research, dealing with any aspect of the research activity, or of the results and accomplishments attained from the research. Use by those other than the State of New York under this license shall be limited to research and governmental purposes.
3. The State of New York shall be provided advance written notice of any assignment or transfer of intellectual property rights generated as a result of research supported by the Fund. Any such assignment or transfer must acknowledge, and be consistent with, the license rights granted the State pursuant to the above paragraph.
4. Support by the New York State Breast Cancer Research and Education Fund should be acknowledged in all publications, presentations and products of research in a form consistent with the publication's guidelines, e.g.:  
  
"...supported by the New York State Breast Cancer Research and Education Fund through

Department of Health Contract # <<>>. Opinions expressed are solely those of the author and do not necessarily reflect those of the Health Research Science Board, the New York State Department of Health, or the State of New York."

The minimum acknowledgement is "NYS Breast Cancer Research and Education Fund".

5. Contractor agrees, pursuant to the provisions of Chapter 647 of the Laws of 1999, and Chapter 229 of the Laws of 2000, both of the State of New York, to provide the Department with the study, any data supporting that study, and the identity of the principal person or persons who performed such study. If such study is used as the basis for the promulgation, amendment, or repeal of a rule, regulation, or guideline used in enforcement of a statute, rule, or regulation, the study, any data supporting that study, and the identity of the principal person or persons who performed the study shall be subject to disclosure in accordance with the provisions of Chapters 647 and 229.

## F. Reporting Requirements

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### 1. Scientific/Technical

#### a) *Progress Reports*

The principal investigator's scientific/technical reporting obligations will include:

1. submitting two brief (two-page) scientific progress reports covering consecutive nine-month periods from the start date of the contract;
2. participating in an annual or biennial scientific meeting sponsored or co-sponsored by HRSB; and
3. submitting a detailed scientific report within 60 days of project termination.

Progress reports will describe:

- project participants, including trainees and/or fellows;

- activities and findings corresponding to research or education/outreach aims; and
- products resulting during the reporting period (e.g., abstracts, publications, presentations, or invention disclosures). Copies of published abstracts, publications and other products resulting from Fund support should be submitted to HRSB program staff as soon as available.

### *b) Other Activities*

Awardees shall participate with program staff in meetings, conference calls, site visits, or other reasonable activities as frequently as deemed necessary, for the monitoring, evaluation and scientific exchange of the project results/outcomes.

## **2. Financial**

The Department of Health reimburses contractors for approved, allowable expenditures incurred under the awarded contract. After successful contract negotiation and execution, and at the start of the project period, up to 25 percent of the total annual award amount may be advanced to not-for-profit contracting organizations upon submission of a standard New York State voucher (available by written request from the Office of the State Comptroller, Supply Room, Alfred E. Smith State Office Building, Albany, New York 12236). The contracting organization will be responsible for disbursing funds to any sub-contractors in accordance with the amounts approved for their research. If facilities and administration costs are charged by a sub-contractor, the same limits as for EMPIRE and fellowships apply to the subcontractor. The New York State Department of Health will not establish contracts for the HRSB with entities outside of New York State.

The contracting organization will submit quarterly vouchers within 60 days of the end date of the period for which reimbursement is being claimed, accompanied by a budget statement that reports expenditures

corresponding to approved budget categories. Prior approval by HRSB program staff will be required for all budget line interchanges. A request for budget line interchanges must be made in writing and include a justification for the proposed changes. A statement to the effect that the proposed changes will not negatively affect the scope of work as defined in the Research Plan must also be included. Budget line interchanges which (on the most recent in a series of budget line interchanges which cumulatively) exceed \$5,000 or 10 percent of the grand total of the budget amount require Office of the State Comptroller notification.

## **G. Other Information**

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1. Documents submitted to the Department of Health on behalf of the HRSB program will not be returned to the applicant.
2. The initial budgetary plan incorporated into a contract between the New York State Department of Health and the contracting organization may be reviewed and revised each year, depending on research progress and the availability of funds.
3. The New York State Department of Health may require reimbursement of all or a part of the award if ineligible expenses have been incurred or false accounting statements have been submitted.
4. The Department of Health or the State of New York will assume no responsibility for any damage or injuries caused in relation to research conducted with the support of the Breast Cancer Research and Education Fund.
5. Detailed arrangements for starting the research program (e.g., start date, award amount and work plan) will be negotiated by the contracting organization and HRSB program staff.
6. Equipment may not be purchased within 90 days of contract termination.
7. Recipient entities accept auditing of their expenditures by an appointed representative of the HRSB at any time.

8. Incorporated into all contracts between the contracting organization and the New York State Department of Health will be Appendix A, “Standard Clauses for all New York State Contracts”; Appendix A-1, “Agency-Specific Clauses for All Department of Health Contracts”; and Appendix A-2, “Program-Specific Terms and Conditions”.
9. A contract may not be entered into for any work involving “employment of employees in employment” without satisfactory evidence, as described below, that the payment of Workers’ Compensation and disability benefits has been secured for all employees (Workers’ Compensation Law Sections 57 and 220, as amended by Chapter 213, L.1993).

*1.) Workers’ Compensation Insurance:*

- Certificate of Workers’ Compensation Insurance, on Workers’ Compensation Board form C-105.2 or State Insurance Fund form U-26.3 (naming Department of Health, Wadsworth Center, Room E275, Albany, NY 12237); OR
- affidavit certifying that compensation has been secured (Form SI-12); OR
- statement that applicant does not require Workers’ Compensation or disability benefits coverage (Form 105.21, completed for Workers’ Compensation).

*2.) Disability Insurance:*

- Certificate of Insurance (Form DB-120.1); OR
- Notice of Qualification as self-insurer under Disability Benefits Law (Form DB-153); OR
- statement that applicant does not require Workers’ Compensation or disability benefits coverage (Form 105.21, completed for disability benefits insurance).

## H. Assurances and Certifications

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The New York State Health Research Science Board has adopted the following federal regulatory mechanisms to ensure responsible administration of its awards and preserve the integrity of the research enterprise it supports. By signing the Face Page of the proposal, the authorized representative of the applicant organization certifies that, in addition to all applicable State and local statutes and regulations, the applicant organization will comply with applicable federal regulations and statutes, including, but not limited to:

### (a) Human Subjects

- Protection of Human Subjects: 45 CFR 46.

### (b) Vertebrate Animals

- U.S. Public Health Service (PHS) *Policy on Humane Care and Use of Laboratory Animals*
- PHS *Guide for the Care and Use of Laboratory Animals*
- Animal Welfare Act as amended (7 USC 2131, et sec.), if applicable, and other federal statutes and regulations relating to animal care and use

### (c) Debarment and Suspension/Drug Free Workplace

- 45 CFR 76, “Government-wide debarment and suspension (nonprocurement) and Government-wide requirements for drug-free workplace (Grants),” Appendix A.
- Contractors will be required to obtain a similar certification from subawardees, or lower tier participants (45 CFR 76, Appendices A and B).

Even if unable to certify to these statements, the applicant organization must, nonetheless, submit the certification and attach an explanation.

#### **(d) Research Misconduct**

- 42 CFR Part 50, Subpart A, “Responsibilities for PHS awardees and applicant institutions for dealing with and reporting possible misconduct in science.”
- 42 CFR 94, “Public Health Service standards for the protection of research misconduct whistleblowers” (effective on the date set forth in the final rule).

Each covered institution must certify that it will comply with the above policies and the requirements of the Final Rule.

A copy of the institution’s Annual Report on Possible Research Misconduct (Form 6349), routinely sent to all PHS awardees by the Office of Research Integrity, shall be forwarded to HRSB program staff upon request.

#### **(e) Assurance of Compliance (Civil Rights, Handicapped Individuals, Sex Discrimination, Age Discrimination)**

The institution has filed with the U.S. Department of Health and Human Services (DHHS) Office for Civil Rights: an Assurance of Compliance (Form HHS 690) with Title VI of the Civil Rights Act of 1964 (PL 88352, as amended), which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973 (PL 93-112, as amended) which prohibits discrimination on the basis of handicaps; Title IX of the Education Amendments of 1972 (PL 92-318, as amended), which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975 (PL 94-135), which prohibits discrimination on the basis of age.

#### *Implementing regulations:*

- 45 CFR 80: Civil Rights
- 45 CFR 84 and 85: Handicapped Individuals
- 45 CFR 86: Sex Discrimination
- 45 CFR 91: Age Discrimination

#### **(f) Conflict of Interest**

- 42 CFR 50, Subpart F, “Responsibility of applicants for promoting objectivity in research for which PHS funding is sought.”

#### **(g) Other Documentation**

The Department of Health reserves the right to revise or expand the requirements applicable to research conduct, as well as legal and administrative oversight, as part of the negotiation of any contract arising from this request for proposals.

# New York State Health Research Science Board

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Geri Barish  
1 in 9, Long Island Breast Cancer Coalition

Patricia S. Brown, Ph.D.  
Siena College

Santo M. DiFino, M.D.  
Hematology-Oncology Associates of Central New York, P.C.

Jo L. Freudenheim, Ph.D.  
University of Buffalo

Alexander P. Gross, P.E.  
Man-to-Man

Russell Hilf, Ph.D.  
University of Rochester School of Medicine

Carl Johnson, M.S.  
New York State Department of Environmental Conservation

Philip J. Landrigan, M.D., M.Sc.  
Mount Sinai School of Medicine

Thomas J. Lester, M.D.  
Katonah Medical Group

James Melius, M.D., Dr.P.H.  
New York State Laborers' Health and Safety Trust Fund

Arun Puranik, M.D.  
Capital District Radiation Oncology, P.C.

Peter T. Rowley, M.D.  
University of Rochester Medical Center

Suzanne Snedeker, Ph.D., R.D.  
Cornell University

Lawrence Sturman, M.D., Ph.D.  
New York State Department of Health

Mary S. Wolff, Ph.D.  
Mount Sinai School of Medicine

# 1998 EMPIRE Grant and Postdoctoral Fellowship Award Recipients

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## EMPIRE Grants

Albany Medical College

**Thomas T. Andersen, Ph.D.**

*AFP-Derived Peptides which Stop Breast Cancer Growth*

Albert Einstein Medical Center-Yeshiva University

**John Condeelis, Ph.D.**

*Isolation of Motile Tumor Cells from Live Breast Tumors*

Benedictine Health Foundation

**Barbara Sarah, M.S.W.**

*Nurturing Neighborhood Networks*

Canisius College

**Susan M. Aronica, Ph.D.**

*Hormonal Regulation of Mammary Chemokine Expression*

Long Island Jewish Medical Center-Albert Einstein

**Eliot M. Rosen, Ph.D.**

*BRCA1 Modulates Estrogen Receptor Response in Breast Cancer*

Medical and Health Research Association of New York

**Dorothy J. Jessop, Ph.D.**

*Preparing for Prevention Breast Cancer: MIC-FPP/MHRA*

Memorial Sloan Kettering Institute for Cancer Research

**Laura Liberman, M.D.**

*Cost-Effectiveness of Stereotactic Vacuum Breast Biopsy*

New York University Medical Center

**Pamela Cowin, Ph.D.**

*The Role of beta-Catenin in Breast Cancer*

New York University Medical Center

**Elissa L. Kramer, M.D.**

*Combined Radioimmunotherapy/Chemotherapy for Breast Cancer*

New York University Medical Center

**Herbert H. Samuels, M.D.**

*Inhibition of Breast Cancer Cell Growth by Retinoids*

New York University Medical Center

**William F. Symmans, M.D.**

*Cellular Responses during Neoadjuvant Paclitaxel Therapy*

Population Council

**Milan K. Bagchi, Ph.D.**

*Role of Steroid Receptor Coactivators in Breast Cancer*

Rensselaer Polytechnic Institute

**Jonathan C. Newell, Ph.D.**

*Breast Tumor Diagnosis by Electrical Impedance Imaging*

Samuel Stranton VA Medical Center

**William J. Hrushesky, M.D.**

*Fertility Cycles and Breast Cancer Outcome*

State University of New York at Buffalo

**Marilyn E. Morris, Ph.D.**

*Dietary Modulators of Multidrug Resistance*

State University of New York at Stony Brook

**Lisa A. Mueller, M.D.**

*Dendritic Cell Infusion to Treat Metastatic Breast Cancer*

State University of New York at Stony Brook

**Jacqueline E. Testa, Ph.D.**

*Identification and Cloning of a Breast Cancer Metastasis Gene*

Wadsworth Center, New York State Department of Health

**Andrew A. Reilly, Ph.D.**

*Improving Diagnostic Accuracy of Mammography by Image Analysis*

## Postdoctoral Fellowships

Albert Einstein Medical Center-Yeshiva University

**Mark D'Amico, Ph.D.**

*Mechanisms of CK1 Tumor Suppression in Breast*

Albert Einstein Medical Center-Yeshiva University

**Sang-hoon Kim, Ph.D.**

*Role of Spindel Checkpoint in Preventing Breast Cancer*

Long Island Jewish Medical Center-Albert Einstein  
**Mingsheng Wang, M.D.**  
*Prevention of Breast Cancer by Pregnancy-and  
Lactation-induced Mammary Gland  
Differentiation: The role of mammary-derived  
growth inhibitor-related gene MRG*

Memorial Sloan Kettering Institute for Cancer  
Research  
**Shawn J. Stachel, Ph.D.**  
*Total Synthesis of Salicylialamide A*

New York University Medical Center  
**Ajita A. Bhat, Ph.D.**  
*Structural Determinants of Estrogen Receptor  
Isoforms*

New York University Medical Center  
**Alexandra Imbert, Ph.D.**  
*The Role of Plakoglobin in Breast Cancer*

State University of New York at Stony Brook  
**Deborah S. Black, Ph.D.**  
*Dissection of Integrin Signalling Using Yersinia  
YopE*

University of Rochester  
**Shannon Hilchey, Ph.D.**  
*A Novel Model for Xenoantigen-Targeted Tumor  
Immunotherapy*

Weill Medical College of Cornell University  
**Xiaoja Guo, Ph.D.**  
*Retinyl Esterification In Human Breast Cancer  
Cells*

# 1998 Competition Reviewers

---

## **EMPIRE – Basic**

**Peter T. Rowley, M.D. (Chair)**  
University of Rochester Medical Center

**Anthony P. Albino, Ph.D.**  
American Health Foundation

**Claudio Basilico, M.D.**  
New York University School of Medicine

**Joseph R. Bertino, M.D.**  
Memorial Sloan Kettering Cancer Center

**Edward Bresnick, Ph.D.**  
University of Massachusetts Med. Ctr.

**Sylvia Cappellino**  
Breast Cancer Coalition of Rochester

**Pia M. Challita-Eid, Ph.D.**  
University of Rochester

**Carla Cohen**  
SHARE

**Holly Collett, M.S.**  
CRAAB

**Joseph DePasquale, Ph.D.**  
Wadsworth Center

**Alan B. Frey, Ph.D.**  
New York University Medical Center

**Paul Higgins, Ph.D.**  
Albany Medical College

**Frank Maley, Ph.D.**  
Wadsworth Center

**James Manfredi, Ph.D.**  
Mount Sinai School of Medicine

**Diane S. Nannery**  
Independent

**Richard G. Pestell, M.D., Ph.D.**  
Albert Einstein Medical Center

**Mary S. Wolff, Ph.D.**  
Mt. Sinai School of Medicine

## **Clinical/Psychosocial/ Education/ Epidemiology**

**Santo M. DiFino, M.D. (Chair)**  
Hematology-Oncology Associates

**Patricia S. Brown, Ph.D.**  
Siena College

**Shalom Buchbinder, M.D.**  
Montefiore Medical Center

**Ellen Czajka, M.D.**  
Albany Medical College

**Marilyn DuBois**  
Independent/Legislative Commissions

**Stephen Edge, M.D.**  
Roswell Park Cancer Institute

**Anne Grant**  
SHARE

**William D. Lawrence, M.D.**  
Century Medical Associates

**David Mastrianni, M.D.**  
Albany Medical College

**Gary R. Morrow, Ph.D.**  
University of Rochester Medical Center

**Lorraine Pace**  
Breast Cancer Help, Inc.

**Debra Pearlman, Ph.D.**  
American Cancer Society

**Ruby T. Senie, Ph.D.**  
Columbia University School of Public Health

**Cleveland Shields, Ph.D.**  
University of Rochester/Highland Hospital

**Carolyn Wasserheit, M.D.**  
New York University Cancer Center

## **Postdoctoral Fellows – Basic**

**Russell Hilf, Ph.D. (Chair)**

University of Rochester

**Camille Abboud, M.D.**

University of Rochester Medical Center

**Karam E. El-Bayoumy, Ph.D.**

American Health Foundation

**Michael Fasco, Ph.D.**

Wadsworth Center

**Paul Gudewicz, Ph.D.**

Albany Medical College

**James Holland, M.D.**

Mount Sinai School of Medicine

**Thomas I. Kalman, Ph.D.**

State University of New York at Buffalo

**Laurence S. Kaminsky, Ph.D.**

Wadsworth Center

**Hope Nemiroff**

Benedictine Breast Center

**Ramon Parsons, M.D., Ph.D.**

Columbia University

**Barrett J. Rollins, M.D., Ph.D.**

Dana Farber Cancer Institute

**Harriet Rosenblum, Ph.D.**

Breast Cancer Coalition of Rochester

**Helen Schiff**

SHARE

**Ken Takeshita, M.D., Ph.D.**

New York University Cancer Center

**Colette Thaw**

Great Neck Cancer Coalition

**Joel Wright, Ph.D.**

Dana Farber Cancer Institute

New York State Department of Health <b>Health Research Science Board</b> Breast Cancer Research and Education Program		LEAVE BLANK—FOR DOH USE ONLY. Focus _____ Date Received _____ _____ Appl. Number _____	
<b>1. PROJECT TITLE</b> ( <i>Succinctly describe the proposal's focus or purpose. Do not exceed 60 characters, including spaces and punctuation.</i> )			
<b>2. PRINCIPAL INVESTIGATOR or FELLOWSHIP SPONSOR</b> Check one: <b>EMPIRE</b> <input type="checkbox"/> <b>Postdoctoral Fellowship</b> <input type="checkbox"/>		<b>3. APPLICANT ORGANIZATION</b> 3a. Legal Name (Entity to which payment will be sent, i.e. Payee)	
2a. Name (Last, First, Middle)		3b. Street Address/Suite (Address where payment is to be sent)	
2b. Degree(s)		3c. P.O. Box	
2c. Professional Title Relevant to Proposal		3d. City	
2d. Institutional Affiliation		3e. Zip Code	
2e. Department, Service, Laboratory or Equivalent Unit		<b>4. TYPE OF ORGANIZATION</b> Public <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local Private <input type="checkbox"/> Private Nonprofit For profit <input type="checkbox"/> General <input type="checkbox"/> Small Business <input type="checkbox"/> WMO	
2f. Institutional Subdivision (College, Division or Equivalent Unit)		<b>5. FEDERAL IDENTIFICATION NUMBER</b> (nine digits)	
2g. Street Address/Suite		<b>6. LEGISLATIVE DISTRICT NUMBERS</b> (for address in Item 15) Senate _____ Assembly _____	
2h. P.O. Box		<b>7. CHARITIES IDENTIFICATION NO.</b> <b>EXEMPT</b>	
2i. City		<b>8a. ENTIRE PROJECT PERIOD</b>	
2j. Zip Code		<b>9. YEAR ONE TOTAL COSTS REQUESTED</b>	
2k. Telephone		<b>10. TOTAL PROJECT COSTS FOR ALL YEARS</b>	
2l. Fax		<b>11. SUBCONTRACT</b> <input type="checkbox"/> No <input type="checkbox"/> Yes*	
2m.E-mail			
<b>12. HUMAN SUBJECTS</b> <input type="checkbox"/> No <input type="checkbox"/> Yes	12a. Exemption No.	12b. IRB Approval Date	<input type="checkbox"/> Expedited IRB Review <input type="checkbox"/> Full IRB Review
<b>13. VERTEBRATE ANIMALS</b> <input type="checkbox"/> No <input type="checkbox"/> Yes	13a. If "Yes," IACUC Approval Date	13b. Animal Welfare Assurance No.	13c. USDA Registration No.
<b>14. OFFICIAL TO BE NOTIFIED IF AWARD IS MADE</b> Name _____ Title _____ Address _____  Telephone _____ FAX _____ E-mail _____		<b>15. OFFICIAL SIGNING FOR APPLICANT ORGANIZATION</b> Name _____ Title _____ Address _____  Telephone _____ FAX _____ E-mail _____	
<b>16. PRINCIPAL INVESTIGATOR or FELLOWSHIP SPONSOR AND CANDIDATE ASSURANCE</b> I certify that the statements herein are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. I agree to accept responsibility for the scientific conduct of the project and to fulfill the technical reporting requirements if a contract is awarded as a result of this proposal.  _____ <b>SIGNATURE OF PI or SPONSOR NAMED IN 2a. (In blue ink) DATE</b>  _____ <b>SIGNATURE OF FELLOWSHIP CANDIDATE (In blue ink) DATE</b>		<b>17. APPLICANT ORGANIZATION CERTIFICATION/ ACCEPTANCE</b> I certify that the statements herein are true, complete and accurate to the best of my knowledge. I certify compliance with all applicable assurances and certifications pertaining to: human subjects, vertebrate animals, research misconduct, debarment and suspension, drug free workplace, financial conflict of interest, and civil rights. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties.  _____ <b>SIGNATURE OF OFFICIAL NAMED IN 15. (In blue ink) DATE</b>	



**SCIENTIFIC ABSTRACT:** Present a clear and concise overview of the proposed project or research/training activities. Include the hypothesis, the proposed need to be filled or the education/training opportunities to be undertaken. Provide necessary supporting rationale, objectives and specific aims of the study, research design, methods, and data analyses. Indicate the significance of the proposed work to breast cancer research or education, emphasizing the specific aspect addressed by the proposal (e.g., prevention treatment, etc.). Compose the abstract so that persons from diverse scientific backgrounds can easily understand the work proposed. Do not include proprietary/confidential information.

**DO NOT EXCEED THE SPACE PROVIDED. Abstract type density may not be less than 10 cpi and may not exceed 6 vertical lines per inch.**

**PERFORMANCE SITE(S)** (*Organization, City, State*). List the applicant organization first, followed alphabetically by other sites.

**KEY PERSONNEL.** Provide the information requested; list the principal investigator/fellowship sponsor first, the fellowship candidate second, and then other key personnel alphabetically.

Name	Organization	Role in Project and Percent Effort
------	--------------	------------------------------------



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Number pages consecutively, enter "N/A" if not applicable

	<i>Page Numbers</i>
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Face Page for Subcontracting Organization(s) .....	_____
B. Scientific Abstract, Performance Sites and Key Personnel.....	_____
C. Table of Contents .....	_____
D. Budget for Project Period(s) .....	_____
Budget(s) for Contractual Arrangements .....	_____
E. Budget Justification.....	_____
F. Biosketch—Principal Investigator ( <i>Not to exceed two pages</i> ).....	_____
Other Biosketches ( <i>Not to exceed two pages each</i> ).....	_____
G. Facilities and Resources .....	_____
H. Project Plan	
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2. Specific Aims .....	_____
3. Significance.....	_____
4. Research Design and Methods .....	_____
5. Timeline.....	_____
I. Literature Cited .....	_____
J. Human Subjects .....	_____
K. Vertebrate Animals .....	_____
L. Research Categories and Lay Abstract.....	_____
M. Conflict of Interest.....	_____
N. Ad Hoc Reviewers.....	_____
O. Checklist.....	_____

} *Items 1 – 4: (Not to exceed 5 pages, inclusive of figures and tables) ...* {

P. Appendix - *Five collated sets. Appropriately assemble, secure and label with PI, institution, etc.*

Check if Appendix is included

Number of manuscripts accepted or submitted for publication (may not exceed 3) \_\_\_\_\_

Other items (list):  
**Postdoctoral Fellowship** applications must include three signed, sealed references and up to three representative publications or abstracts, if available.



**PROPOSED BUDGET**

<b>BUDGET CATEGORY</b>		<b>Year One</b>	<b>Year Two</b>	<b>Total</b>
<b>PERSONNEL</b>				
1	SALARY AND STIPENDS <sup>1</sup>			
2	FRINGE BENEFITS			
3	SUBTOTAL PERSONNEL SERVICE			
<b>OTHER THAN PERSONNEL SERVICE (OTPS)</b>				
4	SUPPLIES			
5	EQUIPMENT			
6	TRAVEL <sup>2</sup>			
7	CONSULTANT COSTS			
8	OTHER EXPENSES			
9	<b>SUBTOTAL OTPS</b>			
10	<b>TOTAL PERSONNEL AND OTPS</b>			
11	Facilities and Administration <sup>3</sup>			
12	Total Sub-Contractual Costs <sup>4</sup>			
13	<b>TOTAL PROJECT COSTS<sup>5</sup></b> Sum of lines 10+11+12 may not exceed \$50,000			

<sup>1</sup> **Postdoctoral Fellowship** Recommended Stipends:

Year One: \$35,000

Year Two: \$37,000

<sup>2</sup> Applicants are to budget for travel to New York City to present their results to the Health Research Science Board.

<sup>3</sup> Facilities and Administration Costs: **EMPIRE** – not to exceed 11.10% of Line 10 (This corresponds to 10 percent of total project costs.)  
**Postdoctoral Fellowships** – not to exceed 8.7% of Line 10. (This corresponds to 8 percent of total project costs.)

<sup>4</sup> Provide additional copies of Form Page 4 for each subcontractor, completing lines 1 - 12.

<sup>5</sup> Total project costs requested may not exceed \$50,000 per year; Year Two may not exceed Year One.



**BIOGRAPHICAL SKETCH**

Provide the following information for the key personnel listed on Form Page 2.

**EMPIRE:** Do not exceed two pages for each person. Follow instructions provided on Form Page 5-1.**POSTDOCTORAL FELLOWSHIPS:** Do not exceed four pages each for sponsor and candidate. Follow instructions provided on both Form Page 5-1 and Form Page 5-2.

NAME	POSITION/TITLE
------	----------------

**EDUCATION/TRAINING** (Begin with baccalaureate or other initial professional education, and include postdoctoral training.)

INSTITUTION AND LOCATION	DEGREE (if applicable)	YEAR(S)	FIELD OF STUDY

**EXPERIENCE/QUALIFICATIONS/AVAILABLE FUNDING:** I. In chronological order, list employment experience, concluding with present position. II. List professional activities and honors relevant to the proposal. Include present membership on federal, state or local government public advisory committee(s). III. In chronological order, list complete references for all publications during the past three years and relevant earlier publications. If the publication list exceeds the page limit, select the most pertinent publications. Mark with an asterisk (\*) the five publications most relevant to the proposed project. IV. List current or pending funding available that is pertinent to this proposal. Include funding source, award number, project title, principal investigator, total project period, and direct costs for the current budget period. Fellowship candidates who have or will be applying for support that would run concurrently with the period covered by this proposal, should mark such support with an asterisk (\*).

**I. Experience****II. Professional Activities and Honors****III. Select Publications****IV. Current/Pending Funding Available Relevant to this Proposal**



---

**Additional Biographical Information Required for Fellowship Proposals**

---

**Postdoctoral Fellowship Instructions:** Provide the following information, in addition to the information requested on the Biographical Sketch Form 5-1. Both sponsors and fellows may take up to four pages to present the material to be included in the biosketch section. Biosketches for other key personnel listed on Form Page 2 are limited to two pages. Sponsors who are five years or less into their first permanent position are encouraged to identify a more senior collaborator to co-sponsor the fellow.

**1) Sponsor****(a) Summary of Training Experience**

Report the number of pre- and post-doctoral fellows who have completed training under your supervision. In a table, list up to five representative trainees and indicate their name, degree/program completed (e.g., M.S., Ph.D. or postdoctoral), year training was completed and current position title and affiliation.

Also report the names for pre- and post-doctoral fellows who will be actively training under your supervision during the fellow's tenure.

**2) Candidate****(a) Dissertation Summary**

For Ph.D. candidates, list the title, advisor's name and a brief (up to ¾ page) summary of dissertation research. The summary should include the aims, approaches used and key research results. If the advisor has not provided a letter of support, please explain.

**(b) Fellowship Goals**

Explain the goals and outcomes expected from your fellowship training, and their relevance to your career goals in breast cancer basic or clinical research or education. Include a summary of your previous research or subspecialty training experience.

Describe the skills, theories and scientific understanding that will be obtained during this fellowship. Indicate how this training will advance your professional development in the field of breast cancer research.

**(c) Sponsor Selection**

Describe the rationale for sponsor selection. If you have remained at your doctorate-awarding institution, explain how this will not compromise, but rather will benefit your professional development.

**(d) Research Training and Other Activities**

In a table, list the percent effort devoted to research training and other activities (e.g., teaching, clinical duties, course work). The total must equal 100 percent. All activities must clearly relate to the training proposed and your future plans as an investigator in the field of breast cancer. If applicable, list the titles of courses to be taken or taught.



---

**FACILITIES and RESOURCES**

---

**FACILITIES:** Specify the facilities to be used for conduct of the proposed research. Indicate the performance site(s) and describe pertinent site capabilities, relative proximity and extent of availability to the project. Under "Other," identify support services such as machine shop and electronics shop, and specify the extent to which such services will be available to the project. Use continuation pages if necessary.

**Laboratory:**

**Clinical:**

**Animal:**

**Computer:**

**Office:**

**Other:**

---

**MAJOR EQUIPMENT :** List the most important equipment items already available for this project, noting the location and pertinent capabilities of each.



---

**New York State Breast Cancer Research and Education Program**

**Human Subjects Certification**

---

The project entitled, \_\_\_\_\_, has been reviewed and approved by the Institutional Review Board (IRB) of \_\_\_\_\_.

The review process, protocol and informed consent document(s) have been determined to be in compliance with New York State Public Health Law (PHL) Article 24-A,; 45 CFR Part 46, unless exempt from the provisions of that Part; and, if applicable, 21 CFR Parts 50, 56, 312, 361 and 812.

In addition, the IRB has determined that:

- informed consent will be obtained from all study participants, or their legally authorized representatives, unless the study is exempt from the requirements of 45 CFR Part 46 and is not human research as defined by PHL Section 2441 (2);
- if applicable, the IRB has received and reviewed written approval from an authorized representative of each site where the study will take place;
- the risks of the research study, including pain or discomfort, have been minimized consistent with sound research design, and proposed research procedures do not unnecessarily expose research participants to risk or discomfort;
- any use of race, ethnicity or gender as a research study inclusion or exclusion criterion, other than use of such criterion to reflect the racial, ethnic or gender composition of the general population of New York State or the United States, is necessary to accomplish the research goals;
- the investigator will immediately withdraw a subject from the research study if continued participation would be detrimental to a subject's well-being; and
- the IRB will communicate to Health Research Science Board (HRSB) program administrators at the Department of Health: (i) any unanticipated problems at any site(s) involving risks to subjects; or (ii) any serious or continuing noncompliance with the IRB's policy or requirements; or (iii) any suspension or termination of IRB approval;

In addition to the above, for research involving participants who are minors, mentally disabled adults who lack capacity to provide informed consent to research participation, or prisoners, the IRB has also determined that:

- the research study constitutes either: (i) research with a prospect of direct benefit to participants; or (ii) research with no prospect of direct benefit to participants, but which presents minimal risk;
- the research study, involving one or more mentally disabled adults, uses IRB-approved methodologies and procedures for initial capacity assessment, including: (i) notice to a prospective subject that his/her capacity to consent to research is under consideration; (ii) notice to a prospective subject of a determination that he/she lacks the capacity to consent to research; and (iii) the opportunity for a prospective subject to contest such a determination of incapacity prior to enrollment in the research through a second opinion and a judicial proceeding; and
- prior to involving in a research study a minor, a mentally disabled adult who lacks the capacity to provide informed consent to research participation, or a prisoner, the investigator will obtain such individual's assent to research participation<sup>1</sup>.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

<sup>1</sup> A minor's objection need not be honored if an independent physician determines that the research intervention or procedure holds out a prospect of direct benefit that is important to the health or well-being of the minor, and is available only within the context of the research project.



---

**CHECKLIST**

---

**ASSURANCES/CERTIFICATIONS**

The following assurances/certifications are verified by the signature of the official signing for the applicant organization on the Face Page of the proposal. Descriptions of individual assurances/certifications begin on page XX of the *Contract Policy Statement and Conditions*. If unable to certify compliance as applicable, provide an explanation, and place it after this page.

- Human Subjects
- Vertebrate Animals
- Debarment and Suspension
- Drug-Free Workplace
- Research Misconduct
- Civil Rights (Form HHS 441 or HHS 690)
  - Handicapped Individuals (Form HHS 641 or HHS 690)
  - Sex Discrimination (Form HHS 639-A or HHS 690)
  - Age Discrimination (Form HHS 680 or HHS 690)
- Financial Conflict of Interest







State of New York  
George E. Pataki, Governor

Department of Health  
Antonia C. Novello, M.D., M.P.H., Dr.P.H., Commissioner

**ATTACHMENT 16**

Sample RFA for Patricia S. Brown Breast Cancer Education Community Based  
Demonstration Grants

FAU # 0608160851R

**New York State  
Department of Health  
Health Research Science Board  
and the Wadsworth Center**

**Request for Applications  
for  
PATRICIA S. BROWN  
BREAST CANCER EDUCATION  
COMMUNITY-BASED DEMONSTRATION PROJECTS**

Revised and Re-issued 06/26/07  
by  
the NYS Health Research Science Board  
and the Wadsworth Center  
NYS Department of Health

Letter of Intent Due:	07/06/07
Questions Due:	07/16/07
Questions, answers and updates posted:	07/20/07
Application Due:	08/13/07 by 5:00 PM
Estimated Contract Start Date:	07/01/08
Contact Name and Address:	Bonnie Jo Brautigam, NYS Dept. of Health Wadsworth Center, Office of Research Guidance Empire State Plaza, Room C345 PO Box 509, Albany NY 12201-0509

**This RFA, questions and answers, as well as any updates and modifications, may be downloaded at <http://www.nyhealth.gov/funding/>**

Dedication: Patricia S. Brown, Ph.D., was a founding member of the Health Research Science Board and a Biology professor at Siena College in Latham, NY. She also waged a long battle with her own breast cancer, finally succumbing to a recurrence in November 2004. Because she was an advocate of an aggressive program of breast cancer prevention and survivor education, the Board voted unanimously, only days after her death, to name its education program for her. Her voice will be missed.

## **New York State Health Research Science Board**

**Santo M. DiFino, M.D., Chair**

Hematology-Oncology Associates of Central New York, P.C.

**Christine B. Ambrosone, Ph.D.**

Roswell Park Cancer Institute

**Geri Barish\***

1 in 9, Long Island Breast Cancer Coalition

**Alexander P. Gross\* P.E.**

Man-to-Man Awareness and Support Group

**Russell Hilf, Ph.D.**

University of Rochester School of Medicine and  
Dentistry

**Philip J. Landrigan, M.D., M.Sc.**

Mount Sinai School of Medicine

**Thomas J. Lester, M.D.**

Katonah Medical Group, P.C.

**Alexander Y. Nikitin\*, M.D., Ph.D.**

Cornell University

**Val Washington\***

New York State Department of Environmental  
Conservation

**Arun Puranik, M.D.**

Capital District Radiation Oncology, P.C.

**Elinor J. Spring-Mills, Ph.D.**

Upstate Medical University

**Laurence S. Kaminsky\*, Ph.D.**

New York State Department of Health

**Jean Wactawski-Wende, Ph.D.**

University at Buffalo

**Marc Wilkenfeld, M.D.**

Columbia University Medical Center

\*ex officio member

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**Patricia S. Brown**  
**Breast Cancer Education**  
**Community-Based Demonstration Projects**

**I. INTRODUCTION**

**A. The Health Research Science Board**

In 1996, legislation was enacted establishing the eleven-member Health Research Science Board to make scientifically sound funding recommendations to the Commissioner of Health following review of applications submitted for support of proposed breast cancer biomedical research studies and education projects to be supported from donations to the state's Breast Cancer Research and Education Fund. The Fund is financed primarily by contributions made by individuals to a check-off on New York State personal income tax return forms. In addition, corporate tax return contributions, donations and proceeds from the sale of specialty "Drive for the Cure" license plates, are credited to the Fund. Beginning in October, 2000 legislation authorized the matching of income tax check-off proceeds by the State, essentially doubling funds available for breast cancer biomedical research and education grants. To date, in excess of \$11 million from over half a million gifts have been received from the income tax check-off.

In conjunction with the Wadsworth Center, the Health Research Science Board solicits, reviews, and makes funding recommendations for creative and innovative biomedical research and education projects to be supported by the Fund. The Health Research Science Board expects that outcomes of supported activities will benefit subsequent research or education efforts, breast cancer policy or the continuum of breast cancer care – from prevention to treatment. The Board also conducts activities related to studying the possible link between exposure to pesticides and breast cancer, including review of researcher applications for confidential data from the Pesticide Registry maintained by the state Department of Environmental Conservation.

**B. Other Department of Health Breast Cancer Programs**

The New York State Breast and Cervical Cancer Early Detection Program, managed by the Bureau of Chronic Disease Services of the New York State Department of Health (DOH) Center for Community Health, funds 54 Healthy Women and Healthy Living Partnerships covering all counties of New York State. The Partnerships, often coordinated by county health departments, involve a total of about 3,000 community partner agencies, many of them Community-Based Organizations (CBOs) that provide education, outreach, screening, and case management services.

The combined state and federal (Centers for Disease Control and Prevention (CDC)) budget for the program is about \$13.4 million, annually. Approximately 60,000 women are screened annually through the program. From 1994 through June 30, 2004, the program has provided 352,294 mammograms and 146,367 Pap smears to low income, uninsured women in New York

State. Approximately 57% of the cases of breast cancer detected through the program were diagnosed at an early stage when treatment is highly successful.

The Healthy Women and Healthy Living Partnerships program also supports public education about cancer risk factors and the importance of early detection. Local providers, including many CBOs, have developed their own educational materials and curricula, in addition to distributing CDC multilingual materials on breast self-examination.

### **C. Purpose of this Request for Applications (RFA)**

The New York State Cancer Registry indicates that more than 13,000 women are diagnosed with breast cancer and 3,000 women die from this disease each year in New York. Nationally, breast cancer is the leading cause of cancer deaths in women between the ages of 18 and 44.

The purpose of this Request for Applications is to invite applications from CBOs in collaboration with researchers from accredited academic institutions, including medical centers, medical schools, teaching hospitals, universities and schools of public health, for the planning and assessment of new breast cancer education programs and materials. It is intended that collaborations fostered by this program of funding between CBOs and academic institutions will lead to education that is a) appropriate to communities, b) medically and scientifically accurate, and, c) demonstrably effective in increasing knowledge and promoting healthy behaviors.

The aims of this program of funding are to:

- increase knowledge levels concerning the causation and natural history of breast cancer;
- develop more effective two-way communication between patients and medical practitioners about breast cancer and patient concerns;
- produce more effective and sensitive educational practices among medical practitioners;
- produce medically and scientifically accurate educational programs and materials that can be shown, with evaluation results, to be effective in increasing knowledge and improving behaviors; and
- disseminate programs that work to other communities.

***THIS RFA HAS BEEN REVISED AND RE-ISSUED. APPLICANTS TO FAU#0608160851 DUE BY 5/15/07 MUST REAPPLY USING THIS RFA DOCUMENT. ALL APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THIS REVISED RFA AND TO REAPPLY.***

## **II. WHO MAY APPLY**

### **A. Award Size and Duration**

A maximum of six (6) projects will be funded. Each 24-month project will receive up to \$150,000 for its duration. To this amount, a maximum facilities and administration (overhead) cost reimbursement of 20% of salaries plus fringe benefits may be added and will be provided to

the CBO(s), only. No facilities and administration cost reimbursement will be provided for collaborating organizations providing content and/or assessment consultation.

## **B. Application Requirements**

- Eligibility

The applicant must be a not-for-profit 501 (c) (3) CBO in New York State serving one or more New York communities, including those participating in the DOH Healthy Women Partnerships. A CBO offers several services to a community and its governance staff and volunteers are drawn from that community. CBOs providing breast cancer programs often involve breast cancer survivors.

Awards will not be made to individuals. While more than one application per CBO will be accepted for review, only one award (maximum) can be made for any application involving that CBO. Ineligible and late applications will not be reviewed.

***THIS RFA HAS BEEN REVISED AND RE-ISSUED. APPLICANTS TO FAU#0608160851 DUE BY 5/15/07 MUST REAPPLY USING THIS RFA DOCUMENT. ALL APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THIS REVISED RFA AND TO REAPPLY.***

- Collaborating Consultants

It is intended that cooperative partnerships form the basis for each funded project, perhaps also leading to a continuation of that relationship. The designation of a CBO as the lead organization is intended to lead an increased number of community residents to attend and participate in breast cancer education sessions and to accept the information presented. Consultants include a Content Collaborator and an Assessment Collaborator.

**Two (2) letters of commitment from collaborating consultants must be included in the application** (see sample in Attachment 2). One letter of commitment must come from an appropriate faculty member (e.g., an oncologist or research scientist) employed by or on the faculty of one of New York State's medical centers (including the accredited allopathic medical schools and affiliated teaching hospitals, listed in Attachment 1), research institutes, or an appropriate department of a college or university who is both qualified and prepared to act as a breast cancer **Content Consultant** to the project. The Content Consultant will ensure that the information presented is medically and scientifically accurate. A second letter of commitment must come from a faculty member employed by an accredited four-year college or university social science or educational research department or school of public health who is qualified and prepared to act as an **Assessment Consultant** to the project. The Assessment Consultant will ensure a scientifically sound and objective evaluation of the degree to which the goals of the funded program were achieved. The evaluation study design includes use of human subjects, and is therefore required to be reviewed and approved by an appropriate Institutional Review Board (IRB). The purpose of the evaluation is to ensure a sound basis is provided for other communities to adopt these new approaches.

## C. Audiences

Applications should propose projects to provide education to one or more of the following populations.

Target audiences include, as examples:

- Community leaders and related organizations
- Healthcare workers, especially medical practitioners
- Persons diagnosed with breast cancer and members of their support networks
- Trainers part of a train-the-trainer program

## D. Examples of Eligible Topics

The development of new educational programs or materials might focus on one or more of the following examples of eligible topics (listed in alphabetical order, and not an exhaustive list):

**Note:** Programs and materials limited to breast self-examination are **ineligible** for funding.

- **Biology of the Normal Breast**

Aspects of breast biology that provide insights into new approaches to prevent, detect, or treat breast cancer, including relevant anatomical information.

- **Earlier Detection**

New cost-effective technological and biological approaches to early detection of primary breast cancer and reducing the adverse physical and economic impact of these approaches.

- **Etiology of Breast Cancer**

The biologic bases for known or suspected risk factors supported by scientifically sound data. Of special interest are new and not yet established risk factors such as environmental factors (e.g., the link to exposure to pesticides), dietary factors, family history and likelihood of genetic predisposition, and disparate rates of breast cancer among sub-populations of women.

- **Innovative Diagnosis and Treatment Modalities**

New, more effective therapies for breast cancer. Methods to facilitate diffusion of new practices into widespread clinical use. Ethical use and implications of genetic testing for breast cancer susceptibility. New treatment options and self-care during and after treatment.

- **Methods in Cancer Research**

Meet-the-experts sessions in which community members, physicians, and scientists can interact (e.g., Project LEAD of the National Breast Cancer Coalition).

- **Natural History (Pathogenesis) of the Disease**

New information on the progression, properties, and spread of breast cancer, including proteins and genes of relevance to breast cancer.

- **Risk Reduction Education**

Education and information to help understand what is known about potentially modifiable risk factors and behaviors such as alcohol use, proper nutrition, and physical activity.

- **Socio-cultural, Behavioral and Psychological Issues Relevant to Breast Cancer**

Programs and materials related to socio-cultural, behavioral, and psychological concerns (including the diagnosis and treatment-related fears) of women affected by breast cancer, at high risk for the disease, or with a family history of the disease.

## **E. Guidance in Application Preparation**

Applicants new to grant writing or unfamiliar with research oversight regulations are encouraged to obtain advice from the collaborating institutions' sponsored programs office (or equivalent). An excellent article on grant writing can be found at the Human Frontier Science Program Web site: <http://www.hfsp.org/how/content.htm> – (The Art of Grantsmanship, by Jacob Kraicer.) Grant writing tip sheets from the National Institutes of Health can be found at [http://grants.nih.gov/grants/grant\\_tips.htm](http://grants.nih.gov/grants/grant_tips.htm). Especially helpful is the link, "How to Write a Research Grant." Applicants without Web access are invited to request these documents from Ms. Bonnie Jo Brautigam, Program Director, at the address listed in Section IV.D, below, or at (518) 473-5217. General information presented in the National Science Foundation's "Guide for Application Writing" may also be useful and can be found at [http://www.nsf.gov/pubsys/ods/getpub.cfm?ods\\_key=nsf04016](http://www.nsf.gov/pubsys/ods/getpub.cfm?ods_key=nsf04016).

## **III. PROJECT NARRATIVE/WORKPLAN OUTCOMES**

### **A. Application Elements/Project Phases**

Each 24-month project will be divided into four phases of approximately six (6) months' duration (actual time for each phase may vary by project):

1. **Planning.** In conjunction with the collaborators providing content and assessment guidance, the CBO will develop a new, medically and scientifically accurate program, program component, curriculum, brochure or other education method limited to breast cancer issues and relevant to its target community. During this phase, the external evaluation consultant may employ formative evaluation methods (e.g., focus groups composed of members of the target audience) and will develop an anonymous, easy-to-administer, brief pre- and post-presentation instrument designed to measure gains in participant knowledge and changes in behavioral intentions, or other scientifically valid

measurement of change, as appropriate to the objectives of the educational program. Pre- and post-test forms must carry randomly generated code numbers or other anonymous means of linking forms completed by the same person so that they can be matched and pre- and post-education changes measured.

2. Trial Implementation. The new method will then be employed in no less than four breast cancer education presentations with a total of no fewer than 100 not previously educated individuals (e.g., women residing in the target community).
3. Assessment. The next phase of the project will involve objective data analysis by the assessment consultant and formal discussion with the lead educator and content consultant in preparation for the final phase.
4. Revision. The final phase of the project will involve revision of the program and materials in light of the findings of the assessment in preparation for full implementation, if indicated by the assessment results. A final report will be written with the participation of the lead educator, and the content and assessment collaborators describing the new education materials and methods, as well as their advantages and disadvantages, findings of the assessment, comparison to the effectiveness of any existing materials and methods, changes made in response to assessment findings and suggestions for appropriate dissemination of the materials.

#### **IV. ADMINISTRATIVE REQUIREMENTS**

##### **A. Issuing Agency**

This RFA is issued by the New York State Department of Health. The Department is responsible for the requirements specified herein and for the final evaluation of all applications.

##### **B. Question and Answer Phase**

All substantive questions must be submitted in writing to the Breast Cancer Research and Education program administrators via e-mail ([hrrsb@wadsworth.org](mailto:hrrsb@wadsworth.org)) or fax at (518) 402-5540. To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Substantive questions will be accepted through 07/16/07. These substantive questions and answers, as well as any updates and/or modifications to the RFA, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by 07/20/07.

Questions of a technical nature can be addressed in writing or via telephone by calling Bonnie Jo Brautigam, Program Director, Wadsworth Center, at (518) 473-5217. Questions are of a technical nature if they are limited to how to prepare the application (e.g., formatting) rather than relating to the substance of the application and must be received by 5:00 p.m. on 08/09/07.

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

See the paragraph titled “Applicant Conference and Letter of Interest” (below) to determine how to be notified when Department responses to questions are posted on the Department's website.

### **C. Applicant Conference and Letter of Interest**

#### 1. Applicant Conference

No applicant conference will be held.

#### 2. Letter of Interest

Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest must be received by 5:00 p.m. on 07/06/07 via fax or e-mail, as described above, or via mail at the address shown below in order to automatically receive notification that responses to written questions, including those questions raised at the applicant conference, official applicant conference minutes, and any updates/modifications to this RFA have been posted to the DOH website. Failure to submit a Letter of Interest will not preclude receipt of this information. Applicants may request this information, in writing, any time before the application due date. Failure to submit a Letter of Interest will not preclude the submission of an application. A sample Letter of Interest format is included as Attachment 8 to this RFA.

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

Applications **must be received** at the following address by 5:00 p.m. on 08/13/07. It is the applicant's responsibility to see that applications are delivered to Room C345 prior to the date and time specified above. **Late applications due to a documented delay by the carrier may be considered at the Department of Health's discretion.**

Regular Mail Services:

New York State Department of Health  
Wadsworth Center  
Office of Research Guidance  
NYS Breast Cancer Research and Education Program  
Empire State Plaza, Room C345  
PO Box 509  
Albany, NY 12201-0509

Express Mail Services:

New York State Department of Health  
Wadsworth Center  
Office of Research Guidance  
NYS Breast Cancer Research and Education Program  
Empire State Plaza, Room C345  
Dock J – P1 Level  
Albany, NY 12201-0509

**For detailed content requirements, see Section V, Completing the Application.** Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications WILL NOT be accepted via fax or e-mail.

**E. The Department Of Health Reserves The Right To:**

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

**F. Term of Contract**

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

The expected term of the contract shall be two (2) years, starting 07/01/08 and ending 06/30/10. Continuation funding for the second project year is contingent upon:

- Receipt of the first year’s progress reports and demonstration of acceptable progress.
- No overlaps with Other Support.
- Submission of publication copies, and reporting any changes in key personnel
- Availability of funds.

**G. Payment & Reporting Requirements**

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

New York State Department of Health  
 Wadsworth Center  
 Office of Research Guidance  
 NYS Breast Cancer Research and Education Program  
 Empire State Plaza, Room C345  
 PO Box 509  
 Albany, NY 12201-0509

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

- The Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.
- All vouchers submitted by the contractor pursuant to this agreement shall be submitted to the State no later than 30 days after the end of the quarter for which reimbursement is being claimed.
- In no event shall the amount received by the contractor exceed the amount approved by the State.

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

Semi-annual reports and a final report.

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

**H. Vendor Responsibility Questionnaire**

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

**Attachment 7 contains the “Vendor Responsibility Questionnaire” that must be completed by all applicants**, with the exception of governmental agencies (Defined as: State and Federal governmental agencies, counties, cities, towns, villages, school districts, community colleges, Board of Cooperative Education Services (BOCES), Vocational Education Extension Bards (VEEB's), water, fire, and sewer districts, public libraries, and water and soil districts), Public Corporations (Defined as: Public Authorities, Public Benefit Corporations, and Industrial Development Agencies), and Research Foundations (Defined as: Aging Research, Inc.; Health Research, Inc.; Research Foundation for Mental Hygiene; Research Foundations of CUNY and SUNY; and Welfare Research, Inc., **and submitted with the application. This form is required only for contracts valued at \$100,000 or more for the life of the contract.**

Final award determination will be dependent on the ability of the State to determine the responsibility of the applicant.

In addition to the questionnaire, applicants will be required to provide the following, in the event they are chosen as part of the final award selection process, at the time of notification of a potential award:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Evidence of NYS Department of State Registration
- Proof of NYS Charities Registration
- Copy of Certificate of Article of Incorporation

## **I. General Specifications**

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

5. Provisions Upon Default

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

**J. Appendices**

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

APPENDIX A - Standard Clauses for All New York State Contracts

APPENDIX A-1 - Agency Specific Clauses

APPENDIX A-2 - Program Specific Clauses

APPENDIX B - Budget

APPENDIX C- Payment and Reporting Schedule

APPENDIX D - Workplan

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

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

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

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

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

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

## V. COMPLETING THE APPLICATION

### A. Application Content

Applications must be submitted as a Microsoft Word document (DOC) file or a Portable Document Format (PDF) file on CD-ROM. All related materials and appendices must be included as part of a single application file. The CD-ROM should be clearly labeled with the applicant's name and address.

Please note that if you did not download the RFA and all required forms from <http://www.wadsworth.org/new/rfa/hrsb/index.htm> and are using printed copies of required forms they will need to be scanned into the Microsoft Word DOC file or PDF file.

Applications are ONLY accepted as a DOC or PDF file on CD-ROM. Applications sent by fax or email will not be accepted.

Applicants are advised to seek appropriate technical support from their institutions in the creation of the files for submission. Some materials, such as letters of support and publication reprints may require scanning and insertion into the file. Discretion should be used in the resolution used to scan such materials and figures for inclusion in the application. Excess resolution will increase the size of the file without any appreciable increase in viewing quality when the file is viewed on a computer screen or printed. Applicants should also be aware that while color figures can be included, applications are printed in black and white and will not be reproduced in color. You may wish to annotate the figure legend directing the reader to the electronic file if color is an important aspect of the figure.

Under no circumstances should the files have any password protection on them whatsoever. During processing for review the sections of the application must be able to be saved as separate files and it may be necessary to append additional information such as a cover sheet to the document.

Applicants are strongly encouraged to review the final file prior to submission. It is the applicant's responsibility to ensure that all materials to be included in the application have been properly converted and inserted into the DOC or PDF file. The applicant is responsible for scanning appendix material and including them as a part of the electronic file.

**APPLICATIONS SUBMITTED IN RESPONSE TO THE ORIGINAL ISSUANCE OF THIS RFA BY 5/15/07 HAVE BEEN RETURNED TO THE SUBMITTING ORGANIZATION. FAILURE TO PROVIDE THE FOLLOWING IN RESPONSE TO THIS REVISED AND RE-ISSUED RFA WILL RESULT IN THE DISQUALIFICATION OF THE APPLICATION:**

- 2 original - signed copies of the application Face Page (Attachment 3);
- 1 CD-ROM containing a single Microsoft Word document (DOC) file or a single Portable Document Format (PDF) file containing the entire application;
- 6 paper copies of the entire application; and

- Appendix Material including:
  - Human Subjects form - Attachment 4 **Note:** This project must be submitted to an IRB for review, with Exemption or Approval status granted prior to contract execution. If the IRB has not deemed the project to be Exempt prior to submission of the application, a complete narrative must be included with the application (see Attachment 4 and instructions); and
  - Letters of Commitment from the Content and Assessment Consultants - Attachment 2 (sample).

Also included in the appendix material is a completed Vendor Responsibility Questionnaire - Attachment 7 (required only for contracts valued at \$100,000 or more for the life of the contract).

The remainder of the application will be scored during the peer review process and includes:

- Description of Applicant CBO (including resumes of key staff to be placed in the appendix material);
- Statement of Need;
- Revisions and Comments (if applicable as described in C. Revised Applications, below);
- Education Plan (including curriculum vitae of Content and Assessment Consultants to be placed in the appendix material);
- Budget (including Current Support, Pending Support, and Planned Support information, if applicable - see below); and
- Community Interest.

### **1. Description of Applicant CBO**

Describe the CBO, the communities it serves with particular attention to breast cancer education programs and related services. Describe the key staff who will be involved in this project. Include resumes of key staff in the appendix material. Describe other programs and services provided by the CBO.

### **2. Statement of Need**

Describe the knowledge gap and/or beliefs, attitudes or behaviors you intend to address. Indicate their significance to your community. Why are new information and new educational materials needed and what objectives will be attained with them? Describe the population and community to be served. Describe the current educational programs, materials and audiences. Demonstrate a grasp of the current state of knowledge relevant to the problem. Drawing on published literature, describe any controversies and contradictory reports relevant to your area of interest and how you will address them in your proposed program. Summarize any data that demonstrate the need you portray.

### **3. Education Plan**

Objectives and Educational Plans and Materials. State the objectives of the proposed project. Describe the educational plans and the materials and methods that will be used to attain them. Objectives must be clear and measurable. Describe the proposed planning process. Indicate how the successful attainment of these objectives will meet the needs identified in the Statement of Need.

Scientific Accuracy of Information. Describe the medical and scientific accuracy of project materials and information to be used and how it will be checked prior to utilization. Describe the credentials of your Content Consultant. Include curriculum vitae for the Content Consultant in the appendix material.

Assessment Plan. Describe the plan of assessment, including a clear description of the methodology, questionnaires, any sampling, data analysis, any statistical methods, etc., as well by whom these will be conducted. Describe the credentials of your Assessment Consultant. Include curriculum vitae for the Assessment Consultant in the appendix material.

Timetable. Include a timetable that clearly describes major project milestones, deliverable products, and the anticipated dates of completion for each.

#### **4. Budget**

Complete a budget, using the attached Proposed Budget form (Attachment 5). Applicants should submit a 24 month budget, assuming a 07/01/08 start date. All costs must be related to the provision of planning and assessment of new breast cancer education programs and materials. THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

Funds may be used for project salaries and fringe benefits, supplies, Content and Assessment consultant services, travel, equipment, and facilities and administration costs (up to 20% of total personal services). The cost of equipment may not exceed \$3,000. Total project cost is not to exceed \$75,000 per year excluding facilities and administration costs.

Provide narrative justification for amounts requested in each budget category, starting with personnel. Describe briefly the roles of all key personnel listed on the Proposed Budget form, and the percent-effort devoted to the project. Delineate how the percentage of time devoted to this initiative has been determined. Justify the fringe benefit rate and for the OTPS as requested in the proposed budget.

For consideration of project overlap (see page 9, IV.F. Term of Contract) between this project and other projects, in which the applicants are involved, include the following information, if applicable:

- **Current Support:** A list of all current, active grant awards. Include the name of the granting agency, the grant number, the title of the project, the amount and time period of the award.
- **Pending Support:** List all applications submitted to granting agencies and currently being reviewed. Include the name of the granting agency, the title of the application, the amount requested, and the projected time period of the award.
- **Planned Support:** List any applications that you plan to submit to granting agencies during the next 12 months.

## 5. Community Interest

Provide up to five letters of support from organizations in the target community that collaborated in the development of the application or whose members will be asked to attend the project's educational presentations during the period of funding. These are separate from and in addition to the required letters from collaborators.

## 6. Appendix Material

In addition to the required Appendix Material listed on page 14, other appropriate materials for appendices may include:

- (1) Institutional Review Board (IRB) approval or exemption, if received.
- (2) Any Memoranda of Understanding or contractual agreements.
- (3) Additional letters of collaboration or support.
- (4) Up to two highly relevant publications or manuscripts (in press).
- (5) Facilities and administration cost rate agreements. The Department will provide facilities and administration cost reimbursement up to 20% of salaries plus fringe benefits to the CBO(s). Facilities and administration costs are in addition to the \$150,000 budget maximum.
- (6) If a revised application from a previous cycle that was not funded, reviewers comments from the unfunded submission (see C. Revised Applications, below).

## B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should be double-spaced typed, using an Arial font, and not exceed the following page limitations. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

1. Description of Applicant CBO	1 page or less	Maximum Score: 15 points
2. Statement of Need	2 pages or less	Maximum Score: 10 points
3. Education Plan	7 pages or less plus Timetable	Maximum Score: 45 points
4. Budget	3 pages of narrative or less	Maximum Score: 20 points
5. Community Interest	5 letters or less	Maximum Score: 10 points

A recommended Table of Contents is included on Attachment 6.

### **C. Revised Applications**

A revised application requests support for an application that was reviewed during a previous cycle, but not funded. **NOTE: This paragraph C does not apply to “new” applications that were received by 5/15/07 in response to FAU# 0608160851 and administratively rejected.**

A revised application should, preferably, have the same principal investigator as the original application. When possible, it should have the same title as the original. Applicants who are resubmitting applications that were not funded in previous cycles should check “Resubmission of Application No.” and record the previous cycle’s application number on the Face Page Form (Attachment 3).

**A revision should include a section called “Revisions and Comments” immediately preceding the Education Plan.** In not more than two pages, this section should summarize the substantial additions, deletions and changes that have been made. It also should include responses to criticisms in the previous review evaluation and emphasize any relevant work done since the previous application. This material does not count in the normal page limit for the Education Plan.

Reviewers’ comments (Summary Statements) from the previous submission, if available, should be included in the appendices to this submission.

### **D. Review and Award Process**

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

The three stage review process will consist of 1) Review by panels of reviewers, including breast cancer survivors from outside New York State, public health professionals from New York State and elsewhere, and chaired by ex-officio members trained in the scoring of application sections (see previous discussion regarding maximum number of points that may be awarded to each section of the proposal). Each panel will provide an overall score and recommendation for each application; 2) HRSB members, provided with Summary Statements of the first level reviewers, will by majority vote, approve or disapprove each application, and 3) HRSB approved applications will be recommended for funding to the Commissioner of Health.

The six applications receiving the highest scores, based on the review panel evaluations, will be forwarded to the HRSB. HRSB members will be provided with Summary Statements of the first level review panel, and will approve or disapprove each application by majority vote. In making award recommendations, the HRSB will rely on the following criteria, in addition to the recommendations of the review panels:

- Educational merit of the proposed project, including its relevance to breast cancer, innovativeness of the idea, and likely success of the proposed approach.
- CBO and collaborator qualifications and capacity to deliver the proposed services.
- Content balance of the HRSB funded education portfolio.

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

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH Wadsworth Center no later than three months from the date of the award announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

## ATTACHMENT 1

### LIST OF NYS MEDICAL SCHOOLS AND AFFILIATED TEACHING HOSPITALS

#### Medical Schools

##### **Albany**

Albany Medical College

##### **Buffalo**

SUNY Buffalo School of Medicine

##### **New York**

Albert Einstein College of Medicine

Columbia University College of Physicians and Surgeons

Mount Sinai School of Medicine

New York University School of Medicine

Sophie Davis School of Biomedical Education

SUNY Downstate Health Science Center

Touro College of Osteopathic Medicine

Weill Medical College of Cornell University

##### **Old Westbury**

New York College of Osteopathic Medicine

##### **Rochester**

University of Rochester School of Medicine and Dentistry

##### **Stony Brook**

SUNY Stony Brook Health Science Center

##### **Syracuse**

SUNY Upstate Health Science Center

##### **Valhalla**

New York Medical College

## **Affiliated Teaching Hospitals**

### **Albany**

Albany Medical Center  
Veterans Affairs Medical Center

### **Buffalo**

Roswell Park Cancer Institute  
Veterans Affairs Western New York  
Healthcare System

### **Cooperstown**

Bassett Hospital

### **East Meadow**

Nassau University Medical Center

### **Elmhurst**

Elmhurst Hospital Center

### **Johnson City**

United Health Services Hospitals

### **Manhasset**

North Shore University Hospital

### **Mineola**

Winthrop University Hospital

### **New Hyde Park**

Long Island Jewish Medical Center

### **New Rochelle**

Sound Shore Medical Center of Westchester

### **Northport**

Veterans Affairs Medical Center

### **Rochester**

Rochester General Hospital  
University of Rochester Medical Center

### **Stony Brook**

University Hospital, SUNY Health Science

### **Syracuse**

University Hospital, SUNY Health Science  
Center  
Veterans Affairs Medical Center

### **New York**

Beth Israel Medical Center  
Bronx Lebanon Medical Center  
Brookdale University Medical Center  
Brooklyn Hospital Center  
Cabrini Medical Center  
Harlem Hospital Center  
Hospital for Joint Diseases  
Hospital for Special Surgery  
Jacobi Medical Center  
Lenox Hill Hospital  
Lincoln Hospital  
Long Island College Hospital  
Maimonides Medical Center  
Memorial Sloan-Kettering Cancer Center  
Metropolitan Hospital Center  
Montefiore Medical Center  
Mount Sinai Hospital  
New York Methodist Hospital  
New York-Presbyterian Hospitals  
New York University Medical Center  
Our Lady of Mercy Medical Center  
Saint Vincent's Catholic Medical Centers  
St. Luke's Roosevelt Hospital Center  
SUNY Downstate Medical Center  
VA NY Harbor Healthcare, Brooklyn and  
Manhattan

### **Valhalla**

Westchester Medical Center

**ATTACHMENT 2**  
**SAMPLE COLLABORATOR AGREEMENT LETTER**

Director  
CBO  
Anywhere, NY

Dear Director [Name]:

I enthusiastically agree to provide the (*Content or Assessment*) services we have discussed should your application to the State Department of Health, submitted in response to its Breast Cancer Education Community-Based Demonstration Projects Request for Applications, be funded. I will provide the number of days of collaboration shown in your budget for the project. Attached is my current curriculum vitae.

Sincerely,

Expert, Ph.D.

## ATTACHMENT 3 – FACE PAGE FORM

New York State Department of Health <b>Health Research Science Board</b> Breast Cancer Research and Education Program		LEAVE BLANK—FOR DOH USE ONLY. Focus <span style="float: right;">Date Received</span> <span style="float: right;">Appl. Number</span>	
<b>1. PROJECT TITLE</b> <i>(Do not exceed 60 characters, including spaces and punctuation.)</i>			
<b>2. PRINCIPAL INVESTIGATOR (PI)</b>		<b>3. APPLICANT ORGANIZATION</b>	
2a. PI's Name (Last, First, Middle)	Degree(s)	3a. Legal Name (Entity to which payment will be sent, i.e. Payee)	
2b. Sponsor's Name (Last, First, Middle)	Degree(s)	3b. Street Address/Suite (Address where payment is to be sent)	
	N/A		
2c. PI's Title		3c. P.O. Box	
2d. PI's Institutional Affiliation		3d. City	
2e. Content Consultant Name and Institutional Affiliation		3e. Zip Code	
2f. Assessment Consultant Name and Institutional Affiliation		<b>4. TYPE OF ORGANIZATION</b> Public <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local Private <input type="checkbox"/> Private Nonprofit For profit <input type="checkbox"/> General <input type="checkbox"/> Small Business <input type="checkbox"/> WMO	
2g. PI's Street Address/Suite		<b>5. FEDERAL IDENTIFICATION NUMBER</b> (nine digits)	
2h. P.O. Box		<b>6. LEGISLATIVE DISTRICT NUMBERS</b> (for address in Item 15) Senate <span style="float: right;">Assembly</span>	
2i. City		<b>7. CHARITIES REGISTRATION NO. EXEMPT</b>	
2j. Zip Code		<b>8. ENTIRE PROJECT PERIOD</b>	
2k. Telephone		<b>9. YEAR ONE TOTAL COSTS REQUESTED</b>	
2l. Fax		<b>10. TOTAL PROJECT COSTS FOR ALL YEARS</b>	
2m.E-mail		<b>11a. APPLICATION HISTORY</b> <input type="checkbox"/> New <input type="checkbox"/> Resubmission of Application No. _____	
		<b>11b. SUBCONTRACT</b> <input type="checkbox"/> No <input type="checkbox"/> Yes	
<b>12. HUMAN SUBJECTS</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	12a. Exemption No.	12b. IRB Approval Date	<input type="checkbox"/> Expedited IRB Review <input type="checkbox"/> Full IRB Review
		12c. Federal-wide Assurance No.	
<b>13. OFFICIAL TO BE NOTIFIED IF AWARD IS MADE</b>		<b>14. OFFICIAL SIGNING FOR APPLICANT ORGANIZATION</b>	
Name		Name	
Title		Title	
Address		Address	
Telephone		Telephone	
FAX		FAX	
E-mail		E-mail	
<b>15. PRINCIPAL INVESTIGATOR ASSURANCE</b> I certify that the statements herein are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. I agree to accept responsibility for the scientific conduct of the project and to fulfill the technical reporting requirements if a contract is awarded as a result of this application.		<b>16. APPLICANT ORGANIZATION CERTIFICATION</b> I certify that the statements herein are true, complete and accurate to the best of my knowledge. I certify compliance with all applicable assurances and certifications pertaining to: human subjects, vertebrate animals, research misconduct, debarment and suspension, drug free workplace, financial conflict of interest, and civil rights. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties.	
_____ <b>SIGNATURE OF PRINCIPAL INVESTIGATOR (In blue ink) DATE</b>		_____ <b>SIGNATURE OF OFFICIAL NAMED IN 15. (In blue ink) DATE</b>	

### Directions to Complete the Required Face Page (Attachment 3)

1. Project Title. Describe the focus or purpose of the proposed project in up to 60 characters and spaces; longer titles will be truncated.
2. Principal Investigator. Provide information requested; insert “N/A” in line 2b and any other lines that are not applicable. For items 2g-2m provide the principal investigator’s requested contact information.
3. Applicant Organization. The legal name of the CBO to which payment will be made in the event of an award. Provide information requested; insert “N/A” in lines that are not applicable.
4. Type of Organization. Check appropriate box(es). A small business is an independently owned and operated entity not dominant in the field in which research is proposed, and employing 500 or fewer persons. A “WMO” is a woman- or minority-owned business.
5. Federal Identification Number. Enter the applicant organization’s nine-digit Internal Revenue Service employer identification number.
6. Legislative District Numbers. Enter the New York State Senate and Assembly district numbers corresponding to the address provided in item 15. Senate district information may be found at: [www.senate.state.ny.us](http://www.senate.state.ny.us) and Assembly district information obtained by calling (518) 455-4100.
7. Charities Registration Number. In the space provided, enter the applicant organization’s registration number or if exempt, indicate the exemption category. For information on registration numbers or exemption status, contact the Office of the Attorney General, Charities Registration Bureau at 518-486-9797 or 212-416-8430.
8. Entire Project Period. Enter the proposed project period from Section IV M. Award Period (i.e., the start and end dates of the entire 24 month project). In the event an award is recommended, no fiscal commitment or obligations should be incurred until the actual start date is confirmed by the New York State Department of Health.
9. Year-One Total Costs Requested. Enter Year-One total costs (Total Project Costs - Year One, Proposed Budget form – Attachment 5). All amounts requested in items 9 and 10 on the Face Page and on the budget page(s) must be in U.S. dollars, not to exceed \$75,000 per year plus facilities and administration costs. A maximum facilities and administration cost reimbursement of 20% of salaries plus fringe benefits will be provided to the CBO(s), only.
10. Total Project Costs for All Years. Not to exceed \$150,000 plus facilities and administration costs.
11. 11a. Application History. Check the appropriate box. Applicants who are resubmitting applications that were not funded in previous cycles must check “Resubmission of Application No.” and record the previous cycle’s application number. **NOTE: Applications submitted in**

*response to FAU# 0608160851 by 5/15/07 should be considered New applications (not revised).*

11b. Subcontract. Check whether the application includes a subcontract to another entity or institution (e.g., Content or Assessment Consultant).

12. Human Subjects. It is expected that the development of education materials under this proposal will require human subject involvement during the proposed project period, either at the applicant organization, subcontractor organization, or at any other performance site or collaborating institution. Therefore, check "YES." Any research conducted using human subjects shall comply with the human research conditions described in Appendix A-2, Contract Policy Statement and Conditions, Article B.

Item 12a. Exempt Activities: If the human subjects' activities have been ruled by an IRB to be exempt from applicable regulations, insert the exemption number(s) corresponding to one or more of the six exemption categories. Item 12b is then not applicable and should be left blank.

Item 12b. If IRB review has begun but is not completed by the time the application is submitted, enter "Pending" in item 12b. **Certification of IRB review and approval is not required prior to application review; however, appropriate standard IRB approval form or signed exemption will be required for contract execution.**

If the human subject activities are not deemed to be exempt by the IRB, report the IRB approval date, and check whether IRB review was expedited or full. The approval date must be no earlier than one year prior to the application due date.

Item 12c. If the **applicant organization** has an approved Federal-wide Assurance of Compliance form on file with the federal Office for Human Research Protection (OHRP), formerly the Office for Protection from Research Risks (OPRR), insert the FWA number.

13. Official to Be Notified if an Award Is Made. Provide the information requested; leave blank those lines that are not applicable.

14. Official Signing for Applicant Organization. Provide the name and contact information for the individual authorized to act for the applicant organization. This individual will assume the obligations imposed by applicable federal and State laws, regulations, requirements, and conditions for the application or contract, and will be responsible for administration and fiscal management of the research program should an award be made. Provide information requested; leave blank those lines that are not applicable.

15. Principal Investigator Assurance. The Principal Investigator must sign and date, in blue ink, the Face Page. Persons signing the application Face Page certify to the truthfulness, completeness and accuracy of the information provided. The Principal Investigator is responsible for planning, coordinating and implementing the program in the event an award is made. The Principal Investigator will also act as liaison with program administrators, and be required to

fulfill technical reporting requirements and submit any revised budgets co-signed by an authorized organizational representative.

16. Applicant Organization Certification and Acceptance. The official signing for the applicant organization must sign and date in blue ink, the Face Page. In signing the application Face Page, the duly authorized organizational representative certifies that the organization will comply with all applicable assurances, and certifications referenced in these application guidelines and accompanying Appendix A-2, Contract Policy Statement and Conditions. The applicant organization is responsible for verifying the accuracy, validity and conformity with the latest institutional guidelines of all administrative, fiscal and scientific information in the application. Deliberate withholding, falsification or misrepresentation of information may result in administrative actions, such as withdrawal of an application, suspension or termination of an award, debarment of individuals, and/or possible criminal penalties. The signer further certifies that the applicant organization will be accountable for both appropriate use of any funds awarded, and for performance of the grant contract-supported project or resulting activities. The contracting institution may be liable for reimbursement of funds associated with any inappropriate or fraudulent conduct of the project activity.

**ATTACHMENT 4**  
**HUMAN SUBJECTS**

This form is required. Most applicant CBOs will not have an IRB. In such cases, the IRB of the Assessment Consultant should be used.

- Ethnically/Racially diverse populations **included**.
- Ethnically/Racially diverse populations **excluded**.

Complete separate forms for **ALL** human subjects protocols to be used with the grant application if funded. It is the responsibility of the applicant organization to assure that all performance sites comply with the regulations in 45 CFR Part 46 and all other statutes, regulations or policies pertaining to human subject participants.

<b>Institution:</b> _____ _____ _____
<b>Institutional OHRP Federal-wide Assurance Number:</b> _____ _____
<b>IRB Approval Status:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Pending <input type="checkbox"/> Exemption # _____
<b>Protocol Number:</b> _____ <b>Principal Investigator:</b> _____ _____
<b>Project Title:</b> _____ _____ _____
<b>Approval Date:</b> _____ <b>Are you listed as an approved investigator on this protocol:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Does your institution require annual (or more frequent) reviews of this protocol:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If "Yes", when is the next review:</b> _____
<b>Repeat table as often as necessary.</b>

**If the IRB Approval Status (above) is Pending or Approved, attach a narrative to address the eight points listed below (see directions that follow).**

1. Involvement of Human Subjects and Population Characteristics
2. Sources of Materials – Confidentiality
3. Risks
4. Recruitment and Consent
5. Protection from Risk
6. Potential Benefits of the Proposed Research to the Subjects and Others
7. Importance of the Knowledge to be Gained
8. Education

## **Directions to Complete the Human Subjects Form Narrative (Attachment 4)**

Appropriate oversight and administration of human subjects research are essential to the ethical conduct of research.

**Certification of IRB review and approval is not required prior to application review; however, appropriate standard IRB approval form or signed exemption will be required for contract execution.**

**If the IRB has not deemed the project to be Exempt prior to submission of the application, the following narrative is required to be submitted as part of the application.** The eight points to be addressed in narrative are presented in full below.

### 1) Involvement of Human Subjects and Population Characteristics

Describe the involvement of human subjects as outlined in the research plan. Include descriptions of the subject population, e.g., number of subjects, age range and health status. Provide inclusion or exclusion criteria of any subpopulation (including women or minorities), and explain why such inclusion or exclusion is necessary to accomplish the research goals. Explain the rationale for the involvement of special classes of subjects, such as minors, mentally disabled adults, prisoners, institutionalized individuals or others likely to be vulnerable. Discuss proposed outreach programs for recruiting women and minorities in clinical research as participants.

### 2) Sources of Materials - Confidentiality

Identify the sources of research material obtained from individual living human subjects in the form of specimens, records, or data, and whether identifiable. Indicate whether the material or data will be obtained specifically for research purposes, or whether existing specimens, records or data will be used. Discuss the system for maintaining subjects' confidentiality.

### 3) Risks

Describe potential risks to subjects (physical, psychological, social, legal or other), and assess their likelihood and seriousness. As appropriate, describe alternative treatments and procedures, including the risks and benefits of the alternative treatments and procedures to participants in the proposed research.

### 4) Recruitment and Consent

Describe recruitment plans for subjects and the consent procedures to be followed, including, but not limited to, procedures for assessing capacity of mentally disabled adults. Describe when consent will be requested and obtained, who will seek it, the information to be provided to prospective subjects, and the methods of documenting consent. Include pending or approved informed consent form(s) in the Appendix.

### 5) Protection from Risk

Describe the planned procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness. Where appropriate, discuss plans for ensuring necessary medical or professional intervention in the event of adverse effects on the subjects.

If the proposed research includes a clinical trial intervention, in a subsection labeled Data and Safety Monitoring, discuss the oversight and monitoring plan to ensure the safety of participants and the

validity and integrity of the data obtained. An appropriate plan must be submitted to the applicant's IRB for approval and subsequently to the HRSB program prior to accrual of human participants.

6) Potential Benefits of the Proposed Research to the Subjects and Others

Discuss the potential benefits of the research to the subjects and others. Discuss why the risks to subjects are reasonable in relation to the anticipated benefits to subjects and others.

7) Importance of the Knowledge to Be Gained

Discuss why the risks to subjects are reasonable in relation to the importance of the knowledge that reasonably may be expected to result.

NOTE: If a test article (investigational new drug, device or biologic) is involved, name the test article and state whether the 30-day interval between submission of the applicant certification to the Food and Drug Administration and its response has elapsed or has been waived and/or whether use of the test article has been withheld or restricted by the Food and Drug Administration.

8) Education

Individuals who are identified as key personnel and who are involved with human subject research must document education received in the protection of human research participants. For each individual, provide the title and date of the education program completed.

**ATTACHMENT 5**  
**PROPOSED BUDGET**

Budget Category	Year One	Year Two	Total
Personal Services/Staff (PS)			
Title & Institution			
Title & Institution			
Title & Institution			
Fringe Benefits			
Subtotal PS			
Other Than Personal Services (OTPS)			
Supplies			
(Content/Assessment) Consultant Services			
Travel *			
Equipment **			
Subtotal OTPS			
Total PS and OTPS			
Facilities and Administration Costs***			
Total Project Costs ****			

- \* applicants are to budget for travel to NYC to present their results to the HRSB.
- \*\* not to exceed \$3,000.
- \*\*\* not to exceed 20% of Total PS (salaries plus fringe benefits).
- \*\*\*\* Total Project Cost not to exceed \$75,000 per year plus Facilities and Administration Cost.

## ATTACHMENT 6

### APPLICATION CHECKLIST AND RECOMMENDED TABLE OF CONTENTS

Mandatory items are indicated by bold text.

- 2 original signed copies of the application Face Page (Attachment 3)**
- 1 CD-ROM containing a single DOC or single PDF containing the entire application**
- 6 paper copies of the following:**
  - Description of Applicant CBO, including resumes of key personnel in appendix
  - Statement of Need
  - Revisions and Comments Section, if Revised application
  - Education Plan, including CVs of consultants in appendix
  - Timetable describing major project milestones
  - Budget (Attachment 5), including Current Support, Pending Support, Planned Support lists, if applicable
  - Community Interest (up to 5 letters of support)
  - Appendices MUST include:**
    - **Two (2) Letters of commitment from Content and Assessment Consultants (Attachment 2, sample)**
    - **Human Subjects form (Attachment 4), including narrative unless Exempt**
    - **Vendor Responsibility Questionnaire (Attachment 7), required only for contracts valued at \$100,000 or more for the life of the contract**

Appendices MAY include:

- Institutional Review Board approval or exemption
- Any Memoranda of Agreement or contractual agreements
- Additional letters of collaboration or support
- Up to 2 relevant publications/manuscripts (in press)
- Facilities and administration cost rate agreements
- Reviewers' comments (Summary Statements), if submission is a Revised application

**ATTACHMENT 7  
OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

As of January 1, 2005 the Office of the State Comptroller requires that all contracts valued at \$100,000 or more for the life of the contract, be tested for vendor responsibility. **This questionnaire needs to be completed by potential applicants and submitted with their application.**

FEIN #

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

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

- 18.** Is the vendor certified in New York State as a (check please):  Yes  
 No
- Minority Business Enterprise (MBE)
- Women’s Business Enterprise (WBE)
- Disadvantaged Business Enterprise (DBE)?

*Please provide a copy of any of the above certifications that apply.*

- 19.** Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?  Yes  
 No
- List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.*

- 20.** Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:
- a) An elected or appointed public official or officer?  Yes  
 No  
*List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.*
- b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency?  Yes  
 No  
*List each individual’s name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.*
- c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency?  Yes  
 No  
*List each individual’s name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.*
- d) An officer of any political party organization in New York State, whether paid or unpaid?  Yes  
 No  
*List each individual’s name, business title or consulting capacity and the official political party position held with applicable service dates.*

<p><b>21.</b> Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:</p> <p><b>a)</b></p> <ol style="list-style-type: none"> <li>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</li> <li>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</li> <li>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</li> <li>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</li> <li>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</li> <li>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</li> <li>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</li> <li>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</li> <li>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>b)</b> been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>c)</b> been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <ol style="list-style-type: none"> <li>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety &amp; Health Administration (OSHA) or New York State labor law;</li> <li>2. state or federal environmental laws;</li> <li>3. unemployment insurance or workers' compensation coverage or claim requirements;</li> <li>4. Employee Retirement Income Security Act (ERISA);</li> <li>5. federal, state or local human rights laws;</li> <li>6. civil rights laws;</li> <li>7. federal or state security laws;</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><b><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></b></p>	
<p><b>22.</b> In the past three (3) years, has the vendor or its affiliates<sup>1</sup> had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><b><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>23.</b> Has the vendor (for profit and not-for profit corporations) or its affiliates<sup>1</sup>, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><b><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>24.</b> Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><b><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>25.</b> During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes?</p> <p><b><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></b></p> <p>b) file returns or pay New York State unemployment insurance?</p> <p><b><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>26.</b> Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates<sup>1</sup> within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><b><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p><b>27.</b> Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?  <b><i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>28.</b> Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years?  <b><i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>29.</b> In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:</p> <ul style="list-style-type: none"> <li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> <li>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</li> <li>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</li> </ul> <p><b><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

State of: )  
 ) ss:  
County of: )

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 8**

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

DOH Contact  
DOH Address

Re: RFA #  
RFA Title

Dear \_\_\_\_\_:

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

- To be notified when any updates, written responses to questions, or amendments to the RFA are posted on the official Department of Health website <http://www.nyhealth.gov/funding/>
- To receive actual documents of any updates, written responses to questions, or amendments to the RFA.

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

- E-mail address: \_\_\_\_\_
- Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

## APPENDICES

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**NOTE: State Contract forms are included for informational purposes, only.**

**DO NOT COMPLETE THEM AT THIS TIME.**

# GRANT CONTRACT

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

---

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

## OTHER APPENDICES

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

STATE AGENCY

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(Print Name)

(Print Name)

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

## STATE OF NEW YORK

### AGREEMENT

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

#### WITNESSETH:

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

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

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

#### I. Conditions of Agreement

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

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the

AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

## II. Payment and Reporting

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

## III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as

possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

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

#### IV. Indemnification

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

#### V. Property

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

#### VI. Safeguards for Services and Confidentiality

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

**STANDARD CLAUSES FOR NYS CONTRACTS**  
**STANDARD CLAUSES FOR NYS CONTRACTS**

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

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
- 4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**APPENDIX A**

- 6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- 7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
- 8. 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

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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.

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**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or

(b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

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

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**APPENDIX A-1  
(REV 11/06)**

**AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS**

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

purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
  - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
  - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
  - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
  - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

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

the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

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

does not exceed \$100,000; and

- c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State

health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

*Instructions for Certification*

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

- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
  - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
  - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its

employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Other Modifications

a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

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

- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

**WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR

- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. 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.

14. 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

### Contract Policy Statement and Conditions

#### A. Ethical Considerations

The Health Research Science Board (HRSB) stipulates that each awarded grant contract satisfy the following requirements:

In accepting an award from the New York State Department of Health for support from the Breast Cancer Research and Education Fund, each project investigator agrees to conform strictly to the codes of practice, regulations and laws governing ethical conduct of scientific research in her/his own laboratory/institution. She/he is solely responsible if any of these regulations are infringed. If experimental procedures conducted pursuant to this proposal are performed in another state or country, either directly by the principal investigator (PI) and any co-investigators, or in collaboration with other persons, the PI and contracting organization agree to ensure that such research does not violate New York State laws and regulations applicable to such research if performed in New York State. Representatives of the contracting organization will inform HRSB program administrators of any and all instances of actual or potential lapses in scientific integrity by any project participant as soon as this information **becomes known to the contracting entity. The contracting organization is fully responsible for investigation of these instances (see Section H.(d)).**

#### B. Human Subjects Research

Human subjects research is essential to continued advancement of scientific knowledge concerning breast cancer. In carrying out such research, the rights and welfare of all individual research participants are of critical importance. Furthermore, additional safeguards must protect especially vulnerable research subjects, including minors, mentally disabled adults who lack capacity to provide informed consent to research participation, and prisoners.

Accordingly, no research study shall be approved for funding recommendation by HRSB unless it is demonstrated that all the following requirements are satisfied:

- The research study will comply with New York State Public Health Law (PHL) Article 24-A, Sections 2440 to 2446.
- The research study will comply with 45 CFR Part 46 (unless exempt from the requirements of this Part) and, if applicable, 21 CFR Parts 50 and 56; 21 CFR 312; 21 CFR 361; and 21 CFR 812.
- The research study will comply with all other applicable federal and New York State laws, regulations and guidelines.
- The research study has been approved by an Institutional Review Board (IRB).
- If applicable, the applicant organization's IRB has received and reviewed written approval from an authorized representative of each site where the study will take place.
- The IRB has determined that informed consent will be obtained from all study participants, or their legally authorized representatives, unless the study is exempt from the requirements of 45 CFR Part 46 and is not human research as defined by PHL Section 2441 (2).
- The IRB has determined that the risks of the research study, including pain or discomfort, are minimized consistent with sound research design and that procedures proposed by the research do not unnecessarily expose research participants to risk or discomfort.

- The IRB has determined that any use of race, ethnicity or gender as an inclusion or exclusion criterion for the research study, other than use of such criterion to reflect the racial, ethnic or gender composition of the general population of New York State or the United States, is necessary to accomplish the goals of the research.
- The IRB has determined that the investigator will immediately withdraw a subject from the research study if continued participation would be detrimental to the subject's well-being.
- The IRB will communicate to HRSB program administrators; (i) any unanticipated problems involving risks to subjects; (ii) any serious or continuing noncompliance with IRB policy or requirements; and (iii) any suspension or termination of IRB approval.

### **C. Vulnerable Populations**

Research with no prospect of direct benefit and posing more than minimal risk is prohibited for research participants who are minors, mentally disabled adults who lack capacity to provide informed consent to research participation, or prisoners. No research study in which any research participant is a minor, a mentally disabled adult who lacks capacity to provide informed consent to research participation, or a prisoner shall be approved by HRSB unless it is demonstrated to the Board, and the Board determines that all the following requirements, in addition to the requirements set forth above, are satisfied:

- The IRB has determined that the research study constitutes either: research with a prospect of direct benefit to research participants; or research with no prospect of direct benefit to research participants that presents minimal risk.
- The IRB has determined that all research participants have suffered breast cancer.

If the research involves one or more mentally disabled adults, each investigator must use IRB- approved methodologies and procedures for initial capacity assessment, including: procedures for notice to a prospective subject that her/his capacity to consent to research is under consideration; notice to a prospective subject of a determination that she/he lacks the capacity to consent to research; and the opportunity for a prospective subject to contest such a determination of incapacity through a second opinion and a judicial proceeding prior to enrollment in the research.

The IRB has determined that, prior to involving in a research study a minor, a mentally disabled adult who lacks the capacity to provide informed consent to research participation, or a prisoner, each investigator shall obtain such individual's assent to research participation.<sup>2</sup>

The Department of Health reserves the right to revise or expand requirements applicable to human subjects research as part of negotiation of any contract arising from this request for proposals.

### **D. Animal Use**

HRSB requires that all individuals and institutions that conduct research using animals supported by the Breast Cancer Research and Education Fund adhere to all federal, State and local laws pertaining to humane care and use of animals for research purposes. Research proposals submitted to the Board for consideration are expected to be reviewed by an Institutional Animal Care and Use Committee (IACUC) whose guidelines are in compliance with the U.S. Public Health Service's *Policy on Humane Care and Use of Laboratory Animals*, and *Guide for the Care and Use of Laboratory Animals*, as well as any other federal, State and local laws or regulations (e.g., the federal Animal Welfare Act and its implementing regulations; and PHL Article 5, Title I, Sections 504 and 505-a).

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A minor's objection need not be honored if an independent physician determines that the research intervention or procedure holds out a prospect of direct benefit that is important to the health or well-being of the minor, and is available only within the context of the research.

## **E. Tissue**

HRSB will support research using human tissue, other than human pluripotent stem cells, and requires that such research adhere to all federal, State, and local laws, regulations and guidelines pertaining to use of such tissue, including, but not limited to, PHL Article 5, Title V, Sections 570 to 581; Article 24-A, Sections 2440 to 2446; Article 43, Sections 4301 to 4309; Article 43-B, Sections 4360 to 4366; and 42 USC Section 289g, et seq. Research proposing to use pluripotent stem cells requires appropriate, and rigorous legal and ethical oversight. Proposals will not be considered until federal oversight guidelines have been fully implemented and Breast Cancer Research and Education Research Program policy is developed.

## **F. Publication and Intellectual Property Rights**

1. It is HRSB's intent that the results of research it supports as well as the resources created through its sponsorship be disseminated and made easily available to the research community. Manuscript submission for publication of research funded by the Breast Cancer Research and Education Fund cannot be delayed by investigators or their research institutions for more than 60 days after the manuscript is completed. Research results are to be submitted promptly for publication in internationally recognized scientific journals, and not delayed for more than such time period for commercial reasons, or any other reasons unconnected with editorial delays to ensure scientific accuracy and presentation.
2. The State of New York shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any published or otherwise reproducible material, device, invention, technique, or methodology developed under or in the course of performing this funded research, dealing with any aspect of the research activity, or of the results and accomplishments attained from the research. Use by those other than the State of New York under this license shall be limited to research and governmental purposes.
3. The State of New York shall be provided advance written notice of any assignment or transfer of intellectual property rights generated as a result of research supported by the Fund. Any such assignment or transfer must acknowledge, and be consistent with the license rights granted the State pursuant to the above paragraph.
4. Support by the New York State Breast Cancer Research and Education Fund should be acknowledged in all publications, presentations and products of research in a form consistent with the publication's guidelines, e.g.:

"...supported by the New York State Breast Cancer Research and Education Fund through Department of Health Contract # <<>>. Opinions expressed are solely those of the author and do not necessarily reflect those of the Health Research Science Board, the New York State Department of Health, or the State of New York."

The minimum acknowledgement is "NYS Breast Cancer Research and Education Fund".

5. Contractor agrees, pursuant to the provisions of Chapter 647 of the Laws of 1999, and Chapter 229 of the Laws of 2000, both of the State of New York, to provide the Department with the study, any data supporting that study, and the identity of the principal person or persons who performed such study. If such study is used as the basis for the promulgation, amendment, or repeal of a rule, regulation, or guideline used in enforcement of a statute, rule, or regulation, the study, any data supporting that study, and the identity of the principal person or persons who performed the study shall be subject to disclosure in accordance with the provisions of Chapters 647 and 229.

## **G. Reporting Requirements**

### **1. Progress Reports**

The principal investigator's reporting obligations will include:

1. submitting two scientific progress reports during the contract period;
2. participating in an annual or biennial meeting sponsored or co-sponsored by HRSB; and
3. submitting a detailed scientific report within 60 days of project termination.

Progress reports will describe:

- project participants, including trainees and/or fellows;
- activities and findings corresponding to research or education/outreach aims; and
- products resulting during the reporting period (e.g., abstracts, publications, presentations, or invention disclosures). Copies of published abstracts, publications and other products resulting from Fund support should be submitted to HRSB program staff as soon as available.

### **2. Other Activities**

Awardees shall participate with program staff in meetings, conference calls, site visits, or other reasonable activities as frequently as deemed necessary, for the monitoring, evaluation and exchange of the project results/outcomes.

### **3. Financial Reports**

The Department of Health reimburses contractors for approved, allowable expenditures incurred under the awarded contract. After successful contract negotiation and execution, and at the start of the project period, up to 25 percent of the total annual award amount may be advanced to not-for-profit contracting organizations upon submission of a standard New York State voucher (available by written request from the Office of the State Comptroller, Supply Room, 110 State Street, Albany, New York 12236). The contracting organization will be responsible for disbursing funds to any sub-contractors in accordance with the approved amounts. The New York State Department of Health will not establish contracts for the HRSB with entities outside of New York State.

The contracting organization will submit quarterly vouchers within 30 days of the end date of the period for which reimbursement is being claimed, accompanied by a budget statement that reports expenditures corresponding to approved budget categories. Prior approval by HRSB program staff will be required for all budget line interchanges. A request for budget line interchanges must be made in writing and include a justification for the proposed changes. A statement to the effect that the proposed changes will not negatively affect the scope of work as defined in the Work Plan must also be included. Budget line interchanges which (on the most recent in a series of budget line interchanges which cumulatively) exceed \$12,000 or 10 percent of the grand total of the budget amount require Office of the State Comptroller notification.

## **H. Other Information**

1. Documents submitted to the Department of Health on behalf of the HRSB program will not be returned to the applicant.
2. The initial budgetary plan incorporated into a contract between the New York State Department of Health and the contracting organization may be reviewed and revised each year, depending on research progress and the availability of funds.

3. The New York State Department of Health may require reimbursement of all or a part of the award if ineligible expenses have been incurred or false accounting statements have been submitted.
4. The Department of Health or the State of New York will assume no responsibility for any damage or injuries caused in relation to research conducted with the support of the Breast Cancer Research and Education Fund.
5. Detailed arrangements for starting the research program (e.g., start date, award amount and work plan) will be negotiated by the contracting organization and HRSB program staff.
6. Equipment may not be purchased within 90 days of contract termination.
7. Recipient entities accept auditing of their expenditures by an appointed representative of the HRSB at any time within three days prior notice to the grants/contract management staff of the organization.
8. Incorporated into all contracts between the contracting organization and the New York State Department of Health will be Appendix A, "Standard Clauses for all New York State Contracts"; Appendix A-1, "Agency-Specific Clauses for All Department of Health Contracts"; and Appendix A-2, "Program-Specific Terms and Conditions".
9. A contract may not be entered into for any work involving "employment of employees in employment" without satisfactory evidence, as described below, that the payment of Workers' Compensation and disability benefits has been secured for all employees (Workers' Compensation Law Sections 57 and 220, as amended by Chapter 213, L.1993).
10. Workers' Compensation Insurance:
  - Certificate of Workers' Compensation Insurance, on Workers' Compensation Board form C-105.2 or State Insurance Fund form U-26.3 (naming Department of Health, Wadsworth Center, Room E275, Albany, NY 12237); OR
  - affidavit certifying that compensation has been secured (Form SI-12); OR
  - statement that applicant does not require Workers' Compensation or disability benefits coverage (Form WC/DB 100 or WC/DB 101, completed for Workers' Compensation).
11. Disability Insurance:
  - Certificate of Insurance (Form DB-120.1); OR
  - Notice of Qualification as self-insurer under Disability Benefits Law (Form DB-153); OR
  - Statement that applicant does not require Workers' Compensation or disability benefits coverage (Form WC/DB 100 or WC/DB 101, completed for disability benefits insurance).

## **I. Assurances and Certifications**

The New York State Health Research Science Board has adopted the following federal regulatory mechanisms to ensure responsible administration of its awards and preserve the integrity of the research enterprise it supports. By signing the Face Page of the proposal, the authorized representative of the applicant organization certifies that, in addition to all applicable State and local statutes and regulations, the applicant organization will comply with applicable federal regulations and statutes, including, but not limited to:

(a) Human Subjects:

- Protection of Human Subjects: 45 CFR 46.

(b) Vertebrate Animals:

- U.S. Public Health Service (PHS) *Policy on Humane Care and Use of Laboratory Animals*
- *PHS Guide for the Care and Use of Laboratory Animals*
- Animal Welfare Act as amended (7 USC 2131, et sec.), if applicable, and other federal statutes and regulations relating to animal care and use

(c) Debarment and Suspension/Drug Free Workplace:

- 45 CFR 76, "Government-wide debarment and suspension (nonprocurement) and Government-wide requirements for drug-free workplace (Grants)," Appendix A.
- Contractors will be required to obtain a similar certification from subawardees, or lower tier participants (45 CFR 76, Appendices A and B).

Even if unable to certify to these statements, the applicant organization must, nonetheless, submit the certification and attach an explanation.

(d) Research Misconduct:

- 42 CFR Part 50, Subpart A, "Responsibilities for PHS awardees and applicant institutions for dealing with and reporting possible misconduct in science."
- 42 CFR 94, "Public Health Service standards for the protection of research misconduct whistleblowers" (effective on the date set forth in the final rule).

Each covered institution must certify that it will comply with the above policies and the requirements of the Final Rule.

A copy of the institution's Annual Report on Possible Research Misconduct (Form 6349), routinely sent to all Public Health Service awardees by the Office of Research Integrity, shall be forwarded to HRBSB program staff upon request.

(e) Assurance of Compliance (Civil Rights, Handicapped Individuals, Sex Discrimination, Age Discrimination):

The institution has filed with the U.S. Department of Health and Human Services (DHHS) Office for Civil Rights: an Assurance of Compliance (Form HHS 690) with Title VI of the Civil Rights Act of 1964 (PL 88352, as amended), which prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973 (PL 93-112, as amended) which prohibits discrimination on the basis of handicaps; Title IX of the Education Amendments of 1972 (PL 92-318, as amended), which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975 (PL 94-135), which prohibits discrimination on the basis of age.

*Implementing regulations:*

- 45 CFR 80: Civil Rights
- 45 CFR 84 and 85: Handicapped Individuals
- 45 CFR 86: Sex Discrimination

- 45 CFR 91: Age Discrimination

(f) Conflict of Interest

- 42 CFR 50, Subpart F, “Responsibility of applicants for promoting objectivity in research for which PHS funding is sought.”

(g) Other Documentation

The Department of Health reserves the right to revise or expand the requirements applicable to research conduct, as well as legal and administrative oversight, as part of the negotiation of any contract arising from this request for proposals.

**APPENDIX B**  
**BUDGET**  
(sample format)

Organization Name: \_\_\_\_\_

Budget Period: Commencing on: \_\_\_\_\_ Ending on: \_\_\_\_\_

Personal Service (Staff)

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
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Total Salary \_\_\_\_\_

Fringe Benefits (specify rate) \_\_\_\_\_

**TOTAL PERSONAL SERVICE:** \_\_\_\_\_

Other Than Personal Service

Category

- Supplies
- Travel
- Telephone
- Postage
- Photocopy
- Other Contractual Services (specify)
- Equipment (specify)

\_\_\_\_\_

**TOTAL OTHER THAN PERSONAL SERVICE:** \_\_\_\_\_

**TOTAL FACILITIES AND ADMINISTRATION COSTS:** \_\_\_\_\_

**GRAND TOTAL:** \_\_\_\_\_

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### I. Payment and Reporting Terms and Conditions

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

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

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

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

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

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

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State

Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than \_\_\_\_ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the \_\_\_\_\_.
- G. All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than \_\_\_\_\_ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name: \_\_\_\_\_

Report Type:

A. Narrative/Qualitative Report

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

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

## B. Expenditure Report

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

## C. Final Report

\_\_\_\_\_ (Organization Name) will submit a final report, including evaluation results 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. The final report will be written with the participation of the lead educator, and the content and assessment collaborators describing the new education materials and methods, as well as their advantages and disadvantages, findings of the assessment, comparison to the effectiveness of any existing materials and methods, changes made in response to assessment findings and suggestions for appropriate dissemination of the materials.

## **APPENDIX D**

### **PROGRAM WORKPLAN (sample format)**

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

#### **I. CORPORATE INFORMATION**

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

#### **II. SUMMARY STATEMENT**

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

#### **III. PROGRAM GOALS**

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

#### **IV. SPECIFIC DELIVERABLES**

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

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

