

Request for Applications RFA #1103141142

Doctors Across New York Physician Practice Support Program

**Issued by the
New York State Department of Health
Office of Health Insurance Programs
Council on Graduate Medical Education**

RFA Release Date: May 10, 2011

Questions Due: 4:00pm on May 24, 2011

Questions Answered: On or about June 7, 2011

Applications Due: Accepted continuously from 9:00 a.m. on June 14, 2011 through 4 p.m. on March 30, 2012 or until funds are exhausted.

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I. Introduction

Background/Intent

The Doctors Across New York (DANY) program is a state-funded initiative enacted in 2008 to help train and place physicians in a variety of settings and specialties to care for New York's diverse population. This Request for Applications (RFA) is to solicit applications for the Physician Practice Support (PPS) program under the DANY initiative. The PPS program provides up to \$100,000 in funding over a two-year period to applicants who can identify a licensed physician who has completed training and who will commit to a two-year service obligation in an underserved region within New York State.

The DANY initiative reflects the policy recommendations of the New York State Council on Graduate Medical Education in the report, *Policy Recommendations to the Commissioner of Health*, March 2008, and in the New York State Department of Health's (the Department's) report to the New York State Legislature (endorsed by the New York State Rural Health Council), *Employment Incentives to Encourage Physicians and Nurse Practitioners to Practice in Rural, Underserved Areas*, November 2007.

Although New York's physician-to-population ratio is currently above the national average, there is a serious physician shortage in many communities and specialties. For example:

- A 2009 survey of the Healthcare Association of New York State members reported a need for more than 1,300 physicians statewide, including over 385 in rural areas alone.
- Twenty-five percent of New Yorkers live in medically underserved areas – rural and inner-city urban communities.
- Twenty-five percent of practicing physicians in New York State are older than age 60.
- General surgery has declined by 6 percent statewide between 2004 and 2009.
- Seven counties in New York State have no OB/GYNs practicing obstetrics.
- Two-thirds of the counties have between 0-3 child psychiatrists, including 24 counties with no child psychiatrists at all.

The DANY initiative recognizes a need to reform Graduate Medical Education and to develop programs to encourage physicians to begin practice in underserved communities in New York State. Combined with other reimbursement reform efforts, the DANY initiative has begun to address areas of the state that currently lack diverse and adequate physician services.

Summary of the DANY PPS Program

In 2009, 70 awards totaling \$5.4 million were filled under the Physician Practice Support program. The 2011-12 State Executive Budget provides an additional \$4.3 million to support these awards and a second cohort of awards under this RFA. The total available funding for awards under this RFA is \$7.2 million over a two-year contract period.

The New York State Department of Health (the Department) has significantly revised the application process for the DANY PPS Program. This RFA will accept applications and make awards on a continuous basis between the dates on the cover page of the RFA or until funds are exhausted, whichever occurs first.

The Physician Practice Support Program provides reimbursement for eligible practice costs and/or education loan repayment of up to \$100,000 over two years (maximum of \$50,000 per year). Funding is in exchange for a two-year service obligation from a licensed physician to practice in an underserved area within NYS. Details are presented later in this RFA. The program has three means by which to apply for funding:

1. Practice Support to Establish or Join Practices – Individual physician applicants are eligible to apply for funds to support the costs of establishing or joining practices in underserved communities;
2. Qualified Educational Loan Repayment – Individual physician applicants are eligible to apply for funds to be used for repaying qualified educational loans as per the definition in section II that follows; and/or
3. Practice Support to Recruit New Physicians - General hospitals and other qualified health care providers are eligible to apply for funds to help recruit new physicians to provide services in underserved communities. Funds may be used for sign-on bonuses, income guarantees or other financial incentives or compensation *provided directly to the physician*, including for the purpose of repaying qualified educational loans.

Based on legislation and intentions for the DANY program, funding is to be allocated as follows until September 30, 2011:

Region	Percent of Appropriated Funding
Rest of State	66.7%
Hospitals (33.35%)	
Teaching	16.675%
Non-teaching	16.675%
Non-Hospitals (33.35%)	
Rural	16.675%
Non-rural	16.675%
New York City	33.3%
Hospital	16.65%
Non-Hospital	16.65%
Total	100%

Between October 1, 2011 and March 30, 2012, funding will be allocated as follows:

Region	Percent of Appropriated Funding
Rest of State	66.7%
Hospitals	33.35%
Non-Hospitals	33.35%
New York City	33.3%
Hospital	16.65%
Non-Hospital	16.65%
Total	100%

Applicants other than individual physicians (e.g., health care facilities and physician practices) may submit one application per Operating Certificate (OpCert) or Federal Employer Identification Number (FEIN) per State fiscal quarter (defined in Section II), up to a total of two eligible applications during the entire application period. No more than two awards will be made to any one applicant of this type. To maximize the diversity of applicants, those planning to submit more than one application are encouraged to collaborate with other applicants in the catchment or service area before applying.

Individual physician applicants may submit one application each during the entire application period, and no more than one award will be made to any one applicant of this type.

If an application is deemed ineligible, however, a new application may be submitted no sooner than the next State fiscal quarter, in accordance with the details of the preceding two paragraphs, contingent upon available funding. If a new application is submitted sooner than the next State fiscal quarter, it will be disqualified.

Applications will be time and date stamped upon receipt, and Department staff will review applications in the order in which they are received.

Tax Issues

In the Patient Protection and Affordable Care Act (PL 111-148), Section 10908 addresses federal taxability of state loan repayment programs that are not part of the Federal Student Loan repayment Program (SLRP) and puts state loan repayment programs on par with the federal SLRP in terms of federal taxability. Although it appears that payments to physicians made under the DANY PPS program are exempt from federal taxes, they may still be subject to New York State taxes. Professional tax advisors should be consulted for information about an individual's specific tax situation.

II. Definitions

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

- Applicant: An entity or individual physician submitting an application under this RFA who will be responsible for executing and implementing the contract(s) with New York State. The term “applicant” encompasses: 1) any or all sites with the same New York State Department of Health operating certificate; 2) a single physician practice organization, such as an LLC, which may have one or more practice sites; or 3) an individual physician. See Section III, Eligibility Requirements, for further information on eligible entities.
- Full-Time Clinical Practice: Providing at least 35 hours of service (with a minimum of 32 clinical hours) per week for at least 48 weeks per year. Physicians providing surgical or interventional procedures must be available and responsible for post-operative care of patients. Unless otherwise approved in writing by the Department, the 35 hours per week may be compressed into no less than four days per week, with no more than 12 hours of work performed in any 24-hour period. Time spent in on-call status should not be applied toward the 35-hour week. Hours worked in excess of 35 hours per week shall not be applied to any other workweek.
- Hospitals:
 - *Non-Teaching Hospital*: Any hospital not considered a teaching hospital as per the definition below.
 - *Teaching Hospital*: Any hospital engaged in or providing rotations for residents enrolled in an approved GME residency program in medicine, osteopathy, dentistry, or podiatry. Refer to Attachment X: Teaching Hospitals.
- Obligated Service/Service Obligation: Two consecutive years providing medical services in or medical services to an underserved area. The service obligation runs concurrent with the term of the New York State contract resulting from the PPS award.
- Physician: Any graduate of an osteopathic or allopathic medical school who possesses an MD or DO degree, who has been licensed to practice medicine in New York State, and who is board-eligible or board-certified in primary care or a medical specialty.
 - Identified or obligated physician: The individual physician who is applying for an award or the physician joining or being recruited by a facility or physician practice organization and who ultimately commits to the service obligation.

- Primary Care: General pediatrics, general internal medicine (excluding hospitalists), family medicine and general OB/GYNs.
- Qualified educational loans/debt: Any student loan that was used to pay graduate or undergraduate tuition or related educational expenses, made by or guaranteed by the federal or state government, or made by a lending or educational institution approved under Title IV of the federal Higher Education Act.
- Regions:
 - *New York City (NYC)*: The boroughs of Manhattan, Queens, Kings, Bronx, and Staten Island.
 - *Rest-of-State (ROS)*: Any area outside the five boroughs of New York City.
- Resident: An individual enrolled in a graduate medical education program that is accredited by a nationally recognized accreditation body and/or an individual enrolled in a medical or osteopathic residency program that is approved by any other nationally recognized organization (i.e., specialty board). This definition includes fellows, chief residents, and residents.
- Rural Provider:
 - A *hospital* as defined in NYCRR Title 10, section 700.2(21), or Section 2807-w of the New York State Public Health Law (Refer to Attachment XI: New York State Rural Hospitals), or
 - A *general hospital* with a service area in a county with a population of less than 200,000 persons or in a town with less than 200 persons per square mile, or
 - A health care *provider* that provides services in a county with a population of less than 200,000 persons or in a town with less than 200 persons per square mile.
- Special needs populations: Children or adults who have been diagnosed as having (1) a developmental disability which affects mental or physical functioning or both or (2) a severe, chronic physical condition. The disability or condition is manifested before age 22 and is expected to (a) be life long, (b) result in substantial functional limitation in 3 or more areas of life activity (i.e., self care, receptive and expressive language, learning, mobility, self direction, capacity for independent living, and economic self-sufficiency), and (c) require continuing services, supports and other forms of medical and

social assistance. Often identified developmental disabilities include, for example, Down syndrome, autism spectrum disorders, cerebral palsy, epilepsy, metabolic and degenerative disorders. Examples of chronic physical conditions are rheumatoid arthritis, muscular dystrophy, cystic fibrosis, and certain types of cancer.

- Start Date: The date that the identified physician actually begins working for the employer associated with the PPS program award and begins to see patients. Note that this may differ from the start date of the service obligation. In no circumstance shall the start date for working be prior to July 1, 2010 or later than December 31, 2012, and in no circumstance shall the start date of the contract with the Department (i.e., the start date of the service obligation) be prior to October 1, 2011 or later than December 31, 2012.
- State Fiscal Quarters: The periods April 1 – June 30 (first quarter), July 1 – September 30 (second quarter), October 1 – December 31 (third quarter), and January 1 – March 31 (fourth quarter) of any given calendar year. A full State fiscal year is April 1 of a year through March 31 of the following year.
- Service To or Service in an Underserved Area:
 - An *underserved area* is defined as a:
 - ◆ Primary Care or Mental Health Professional Shortage Area (HPSA); or
 - ◆ Medically Underserved Area (MUA); or
 - ◆ Medically Underserved Population (MUP); or
 - ◆ NYS Regents Physician Shortage Area (RPSA); or
 - ◆ Any area with a physician specialty shortage defined in Attachment 4 of this RFA.
 - ◆ Any area located in one of the towns or counties listed in Attachment IX.
 - *Service to or service in* an underserved area means:
 - ◆ The facility or practice is located within 20 miles by car (Rest of State) or 5 miles (NYC) of the approximate center of a geographic underserved area listed in Attachment VIII or IX (based on documentation from <http://www.mapsonus.com> or similar website);
AND
 - ◆ The identified physician, facility or physician practice will serve a predominantly underserved population (e.g., approximately 50% or more of annual total visits are from Medicaid recipients, the uninsured, Child Health Plus recipients, Family Health Plus recipients, the chronically ill, migrant health workers, isolated rural populations,

residents of HPSAs/MUAs, or other clearly-defined underserved populations).

III. Eligibility Requirements

A. Applicant Requirements

Those eligible to apply under this RFA include:

- General hospitals licensed by the New York State Department of Health
- Other health care facilities licensed by the New York State Department of Health
- Other health care facilities operated or licensed by municipal or county governments within New York State
- Medical practices located within New York State
- Individual physicians who will have completed their training by the start date of the PPS service obligation

Those ***not eligible to apply*** under this RFA include:

- Potential applicants whose identified physician previously received funding through the DANY PPS or Physician Loan Repayment programs
- Potential applicants whose identified physician has a service obligation under any other loan repayment program, including state or federal programs, where the service obligation would coincide with any portion of a PPS service obligation
- Potential applicants whose identified physician is currently employed by New York State (An affiliation with a state entity is acceptable, but employment is not. The determining factor will be whether or not a State entity issues the physician's paycheck.)
- Facilities operated or licensed by the New York State Office of Mental Retardation and Developmental Disabilities, the New York State Office of Mental Health, the New York State Department of Corrections, the New York State Office of Alcoholism and Substance Abuse Services, the New York State Office for Aging, and the New York State Division for Youth
- Federal Veterans Health Administration (VA) hospitals
- Federal and municipal corrections and detention facilities and their contractors

B. Submission Requirements

Applicants other than individual physicians (e.g., health care facilities and physician practices) may submit one application per Operating Certificate (OpCert) or Federal Employer Identification Number (FEIN) per State fiscal quarter (defined in Section II), up to a total of two eligible applications during

the entire application period. No more than two awards will be made to any one applicant of this type. To maximize the diversity of applicants, those planning to submit more than one application are encouraged to collaborate with other applicants in the catchment or service area before applying.

Individual physician applicants may submit one application each during the entire application period, and no more than one award will be made to any one applicant of this type.

If an application is deemed ineligible, however, a new application may be submitted no sooner than the next State fiscal quarter, in accordance with the details of the preceding two paragraphs, contingent upon available funding. If a new application is submitted sooner than the next State fiscal quarter, it will be disqualified.

Applications will be time and date stamped upon receipt, and Department staff will review applications in the order in which they are received.

C. Application Requirements

Applications that meet the requirements set forth in Sections III A and III B will be screened for application compliance. To be considered compliant, and thereby eligible for an award, the application must include the following application materials and must comply with the requirements as set forth below and in Section VII, Completing the Application/Application Instructions. The Department reserves the right to request clarifications on non-material information submitted in the application as necessary. **Please see Appendix 1 for definitions of “compliance” and “mandatory” items as requested in the application, and a listing of the applications items included in each category.**

1. Attachment I: Applicant Information
2. Attachment II: Identified Physician Information

Identified physician must be a physician who is:

- A U.S. citizen or permanent resident; AND
- Licensed to practice in New York State by the time the service obligation begins; AND
- **Not** currently working in or serving an underserved area in New York State where the current service began prior to July 1, 2010; AND
- **Not** fulfilling a service obligation for any state or federal loan repayment program where the service obligation would coincide

- **Not** a past recipient of DANY PPS or Physician Loan Repayment funding; AND
 - In good standing with the Department’s Office of Professional Medical Conduct; AND
 - Listed on the New York State Physician Profile section of the Department’s website.
3. Attachment III: Statement of Need
 4. Attachment IV: Budget Request

Funding request must not exceed \$100,000 for the full two-year period. Funding for each year of the contract cannot exceed fifty percent of the total amount requested for the two-year period.

5. Attachment V: Employment Contract or Business Plan

The signed employment contract/agreement must be between an eligible physician and an eligible hospital, health care facility or medical practice; or, if the applicant is an individual physician planning to set up a practice using PPS program funding, a business plan must be included.

6. Attachment VI: Program Workplan

In addition to the application materials described above, **Attachment VII: Vendor Responsibility Attestation**, should be included in the application package.

IV. Review and Award Process

Applications that meet the requirements outlined in Section III of the RFA will be reviewed and will receive an award on a first-come first-served basis, contingent upon available funding. Ineligible expenses will be deducted from the amount of the award. It is anticipated that reviews will be completed within ten business days and applicants will be notified of the results within 30 business days; however, every effort will be made to notify applicants sooner.

Contracts resulting from awards will be processed on a continuous basis with effective dates on the first of each month. The contract start date will be the first of a month later than the date of the award letter.

Applications that are incomplete in any way or do not meet the eligibility requirements and/or criteria will be ineligible for an award. In such cases, every effort will be made to notify applicants within ten business days after receipt of the

application. An applicant may withdraw an application at any time by notifying the Department in writing. An applicant who receives an award but is subsequently unable to fulfill the requirements of the award or resulting contract must also notify the Department in writing. Any applicant who submits an application that is deemed ineligible or who withdraws an application may submit a new application no sooner than the next state fiscal quarter, contingent upon available funding, until the per-applicant maximum has been funded.

When funding has been depleted to a level such that an applicant's requested funding amount cannot be met, the applicant will be offered the remaining funds as an award. If the applicant accepts that amount, no further awards will be made under this RFA. If the applicant declines that amount, the next eligible applicant will be offered an award until funds are completely exhausted.

V. Administrative Requirements

A. Issuing Agency

This RFA is issued by the Department's Office of Health Insurance Programs, Council on Graduate Medical Education. The Department is responsible for the requirements specified herein and for the review of all applications.

B. Question and Answer Phase

An applicant conference will **not** be scheduled for this RFA. The due date for questions and the anticipated date for posting answers are listed on the cover page of the RFA. Questions should be directed in writing, preferably via e-mail, to the DOH Contact listed on the cover page of the RFA. Answers to questions will be posted on the Department's public website listed below:

<http://www.health.ny.gov/funding/>

C. How to File an Application

Applications will be accepted continuously throughout the period listed on the cover page of the RFA, or until funding is exhausted, whichever occurs first. Applications received after the posted dates or after funding is exhausted will be rejected and discarded, and the applicant will be notified of such. Awards will be made on a first-come first-served basis.

Applicants should submit two (2) original, signed applications and three copies. Applications must be delivered via U.S. Postal Service Express Mail, UPS, Federal Express, or any other delivery service that provides date/time delivery tracking services. Such deliveries must be made to:

Helen Crane
NYS Council on Graduate Medical Education
Bureau of HCRA Operations & Financial Analysis

NYS Department of Health
Corning Tower, Room 1190
Albany, New York 12237

Faxes, e-mails, hand deliveries, or deliveries via U.S. Postal Service mail services other than Express Mail will **NOT** be accepted.

D. The Department's Reserved Rights

THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the application opening.

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

E. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller and will be for a 24-month term, with an anticipated earliest start date on or after October 1, 2011.

F. Payment Methods & Reporting Requirements

1. The contractor shall submit verification, on at least an annual basis, of the employment status of the obligated physician.
2. When requested, contractor shall report aggregate data on the demographics and socio-economic status of patients seen by the obligated physician.
3. When requested, the contractor shall report to the Department the use of all funds received under this contract.
4. The grant contractor will be required to submit vouchers and required reports of expenditures to the State's designated payment office:

New York State Department of Health
Council on Graduate Medical Education
Corning Tower, Room 1190
Albany, New York 12237
5. Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the contract, the Department and the State Comptroller. Payment for vouchers submitted by the contractor shall be made quarterly and shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the

Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. The contractor acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

G. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are required to file a Vendor Responsibility Questionnaire and may do so online via the New York State VendRep System or vendors may submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 4).

H. General Specifications

- a. By signing Attachment I, item 8, of the Applicant Information sheet, each signatory attests to his/her express authority to sign on behalf of the applicant.
- b. The contractor will possess, at no cost to the State, all qualifications, licenses, and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

- c. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract.
- d. An applicant may be disqualified from receiving an award 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.
- e. Provisions Upon Default
 - i. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - ii. In the event that the Contractor, 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 Contractor.
 - iii. If, in the judgment of the Department, 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 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.
 - iv. If an obligated physician defaults on his/her service obligation, the Contractor will be responsible for repayment of any payments made under the contract to the State of New York, plus interest at the personal income tax late payment rate at the time of default, as follows:
 - Service of less than 12 months requires repayment of 100% of the total funds received.
 - Service of more than 12 months but less than 18 months requires repayment of 75% of the total funds received.
 - Service of more than 18 months but less than 24 months requires repayment of 50% of the total funds received.

I. Appendices

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

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX A-2	Program Specific Clauses
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Program Workplan
APPENDIX G	Notices
APPENDIX X	Modification Agreement Form
APPENDIX E	Individual physician applicants who are NOT self-employed, i.e., who are employed by a hospital, physician practice, or other organization for the purposes of this contract, are exempt from providing Appendices E1 and E2. Otherwise, unless the CONTRACTOR is a political subdivision of New York State, the CONTRACTOR shall provide proof at time of contract, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

Workers' Compensation, for which one of the following will be incorporated into the contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** - Certificate of Workers' Compensation Insurance. NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** - Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** - Certificate of Disability Benefits Insurance OR
- **DB-155** - Certificate of Disability Benefits Self-Insurance

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

VI. Completing the Application

Applicants should carefully read the application instructions below, then refer to the step-by-step instructions as you complete each section of the application. Responses to the statements/questions below and all required attachments comprise a complete application.

Instructions should be followed *precisely* or the application may be rejected. Documentation must be current as of the date of the application. Be sure required documentation is labeled and relevant information is highlighted, circled, labeled, or otherwise made apparent. In order for an application to be eligible, a minimum of two (2) items must be checked off and appropriately documented for *each* section of Attachment III, i.e., Proposed Service Area, Proposed Site Location, and Proposed Specialty.

See Appendix 1 for a listing of all compliance and mandatory items related to the attachments and items listed below.

Application Instructions

A. Attachment I: Applicant Information (two-page attachment; one Attachment I per application)

1. Applicant Name: Enter the full legal name of the applicant as listed with the New York State Department of State or, in the case of an individual, as used on New York State tax returns.
2. Applicant Address: Enter full mailing address for applicant.
3. Applicant FEIN/TIN/SSN: Enter federal employer identification number (FEIN/TIN) as used on federal tax returns or, in the case of an individual, the Social Security Number (SSN).
4. NYSDOH Operating Certificate Number: If a hospital or health care facility is under the direct jurisdiction of the Department, enter Operating Certificate Number.
5. Not-for-profit or a for-profit status: Check off whether applicant is a not-for-profit or a for-profit organization.
6. Applicant Charities Registration Number: If applicant is a charitable organization, enter the NYS Charities Registration Number. If applicant is exempt from registering or exempt from filing reports with the Charities Registration Bureau, please note the reason for the exemption. To obtain verification of your status and your registration number, go to <http://www.charitiesnys.com/>. Type the name of your organization in the

search box on the right. When the list of organizations appears, your organization's charities registration number will appear to the right of your organization name. Click on your organization name for details about your exemption status.

For-profit entities, enter "for-profit" on the "reason for exemption" line.

7. Person Responsible for Project: Enter the name, title, phone number, and e-mail address for the person who will be the contact for this RFA and any subsequent contract.
8. Individual physician applicants, print name and title, as well as sign where indicated.

For other than an individual physician applicant, enter the name, title, and signature of the individual who is authorized to attest to the accuracy of the information in the application and to bind the applicant to any contract resulting from this application. Provide documentation to show the individual is authorized, i.e., authorization from Board of Directors/Trustees, authorization contained in Articles of Incorporation, etc.

9. Check off appropriate facility type as per Appendices X, XI and definitions found in Section II.
10. Enter name and specialty of identified physician.
11. Enter amount of funding requested from the DANY Physician Practice Support program, up to a maximum of \$100,000 (over the two-year contract period).
12. Enter the anticipated dates of the identified physician's service obligation. Note that this will ultimately coincide with the two-year contract period between the applicant and the Department.

**B. Attachment II: Identified Physician Information
(three-page attachment; one Attachment II per application)**

- a. Enter the Identified Physician's last and first name followed by middle initial.
- b. Enter the Identified Physician's complete mailing address.
- c. Enter the Identified Physician's home and work telephone numbers.
- d. Enter the Identified Physician's date of birth.

- e. Enter the Identified Physician's preferred e-mail address.
- f. Check off whether the Identified Physician is a resident/fellow or a practicing/attending physician. If a resident/fellow, indicate date of training completion.

Indicate Identified Physician's medical specialty, start date of current employment, location of current position, and, if the start date of current employment is prior to July 1, 2010, whether or not the position is located in or serves an underserved area in New York State.

- g. Enter required information regarding the Identified Physician's NYS licensure status. The physician must be licensed to practice medicine by the time the service obligation begins.
- h. Enter whether the Identified Physician is in good standing with the Department's Office of Professional Medical Conduct and not under indictment for, or convicted of, any felony as defined by the New York State Penal Code. Verification can be obtained at:

<http://w3.health.state.ny.us/opmc/factions.nsf/physiciansearch?openform>

<http://public.leginfo.state.ny.us/menuf.cgi>

- i. Enter whether or not the Identified Physician has a profile on the Department's Health Physician Profile website. Verification can be found at:

http://www.nydoctorprofile.com/search_parameters.jsp

- j. Enter Identified Physician's applicable citizenship status.
- k. Enter information regarding medical schools and residency or fellowship programs that the Identified Physician has attended.
- l. Enter whether or not the Identified Physician has applied for any other scholarship and/or loan forgiveness awards for qualified educational debt. If yes, complete applicable information in the table related to these applications and/or awards. DP indicates a decision is pending, i.e., an award has not yet been received or denied.

Note, if the physician has previously received funding under a DANY Loan repayment or PPS award, this application is **not eligible** for an award under this RFA. If the physician accepts a DANY Loan Repayment award during this second cohort of awards, this application **will not be eligible** for an award under this RFA.

If the physician has or will receive funding under a program other than DANY, this application **may still be eligible** for an award as long as the service obligation does not coincide with any portion of the service obligation of a DANY PPS award.

- m. For individual physician applicants who are requesting funding for the purpose of repaying qualified educational loans, please list all loan debt for undergraduate or medical education obtained by the identified physician and made by or guaranteed by the federal or state government, or made by a lending or educational institution approved under Title IV of the federal Higher Education Act. This question should NOT be completed by facility or practice applicants.

C. Attachment III: Statement of Need
(Four-page attachment plus required documentation; number of pages submitted will vary by applicant)

1. Proposed Service Area (one per application):

- Fill in the name of the counties, cities, boroughs, or towns that will be served by the identified physician. If applicable, fill in the name of the neighborhoods that will be served (if unsure, Google “neighborhoods of _____, NY” for a listing of recognized neighborhoods in the city/town being served).
- Check off all letters that characterize the service area described in the preceding section of Attachment III and fill in the information required as appropriate. If serving multiple areas, at least one area must meet at least two criteria. In that case, indicate which county, town or neighborhood the items checked off apply to. Print acceptable documentation as described below for each letter and **label each page of documentation** at the center and top of the page with the corresponding item letter from the application, for example, Attachment III, Section 1, Item b. Documentation is to be found as follows:
 - Item a and Item b: Information regarding HPSAs, MUAs or MUPs can be obtained from:
 - the HRSA Shortage Designation Branch (1-888-275-4772, press option 1, then option 2)
 - <http://datawarehouse.hrsa.gov/GeoAdvisor/ShortageDesignationAdvisor.aspx>
 - <http://ohe32.nysed.gov/kiap/pdf/2009ShortageBulletin.pdf>
<http://hpsafind.hrsa.gov/HPSASearch.aspx>

Label your documentation at the top of the page “Attachment 3, Section 1, Item a” and/or “Attachment 3, Section 1, Item b” and submit with your application. Remember to circle, number, highlight or otherwise draw attention to the portion of data that is relevant to your application.

- Item c: Refer to Attachment VIII of this RFA. No documentation required.

- Items d, e, f, g and h:

- For data from New York City neighborhoods, visit:

www.nyc.gov/html/dcp/html/neighbor/neighborf.shtml

Go to “Community Data Portal” on the lower left of the screen to select the neighborhood. Select the “Data Resources” tab and then the “view the demographic profile” or “view the social profile” or “view the economic profile”. (Note: Poverty level information is not available at the neighborhood level; therefore, do not check of the poverty level statement if the service area is within the five boroughs of New York City.)

- For data from areas other than New York City, visit:

http://factfinder.census.gov/home/saff/main.html?_lang=en&_ts=

Label your documentation at the top of the page “Attachment III, Section 1” and “Item d,” “Item e,” “Item f,” “Item g,” and/or “Item h,” as appropriate and submit with your application. Remember to circle, number, highlight or otherwise draw attention to the portion of data that is relevant to your application.

2. Proposed Site Location(s) – If identified physician will be working at more than one site, complete a section 2 for each site:

- Fill in the name and address of the site where the identified physician will physically be working.
- Enter the date that the identified physician will begin working at the above site and the percentage of time the physician is expected to work at that site.
- Check off whether site is in NYC or Rest of State. If Rest of State, check off whether site is considered rural or non-rural per the definitions in section II of the RFA.

- Check off all letters that characterize the practice site indicated. For each item checked, print and **label each page of documentation** at the center and top of the page with the corresponding item letter from the application (e.g., “Attachment III, Section 2, Item a”). Remember to circle, number, highlight or otherwise draw attention to the portion of data that is relevant to your application. Documentation can be found as follows:

- Item a and Item b: Information regarding HPSAs, MUAs or MUPs can be obtained from:
 - the HRSA Shortage Designation Branch (1-888-275-4772, press option 1, then option 2)
 - <http://datawarehouse.hrsa.gov/GeoAdvisor/shortagedesignationadvisor.aspx>
 - <http://ohe32.nysed.gov/kiap/pdf/2009ShortageBulletin.pdf>
 - <http://hpsafind.hrsa.gov/HPSASearch.aspx>

Label your documentation at the top of the page “Attachment III, Section 2, Item a” and/or “Attachment III, Section 2, Item b” and submit with your application. Remember to circle, number, highlight or otherwise draw attention to the portion of data that is relevant to your application.

- Item c: See Attachment IX, a listing of counties and towns considered to be rural for the purpose of this RFA.
- Item d: Fill in the requested information as applicable. Note that the percentage of the site’s visits for indigent care should reflect the total of the percentage of Medicaid visits plus the percentage of Child Health Plus visits plus the percentage of Family Health Plus visits plus the percentage of free or sliding scale visits.
- Item e: Submit one page with your most recent 12 months’ data for the site. Label the page at the top “Attachment III, Section 2, Item e,” and submit with your application.
- Item f: For the purpose of this application, primary care positions include family medicine, internal medicine, pediatrics, and OB/GYN. For applications requesting awards for primary care physicians:

Submit one page with your most recent 12 months’ data for the site. Label the page at the top “Attachment III, Section 2, Item f,” and submit with your application.

- Item g: For the purpose of this application, primary care positions include family medicine, internal medicine, pediatrics, and OB/GYN. For applications requesting awards for primary care physicians:

Submit one page with your most recent 12 months' data for the site. Label the page at the top "Attachment III, Section 2, Item g," and submit with your application.

- Item h: For the purpose of this application, specialty positions include all positions **OTHER THAN** family medicine, internal medicine, pediatrics, and OB/GYN. For applications requesting awards for specialty positions:

Submit one page with your most recent 12 months' data for the site. Label the page at the top "Attachment III, Section 2, Item h," and submit with your application.

- Item i: For the purpose of this application, specialty positions include all positions **OTHER THAN** family medicine, internal medicine, pediatrics, and OB/GYN. For applications requesting awards for specialty positions:

Submit one page with your most recent 12 months' data for the site. Label the page at the top "Attachment III, Section 2, Item i," and submit with your application.

- Complete Site # ____ of ____ for each site that you are submitting a section 2 for. The first blank indicates which site the preceding information pertains to (1 for first site submitted, 2 for second site submitted, and so on). The second blank is for the total number of sites that information is being supplied for.

3. Proposed Specialty:

- Check all letters that characterize the proposed specialty previously identified in Attachment II, item f. Provide acceptable documentation and **label each page of documentation** at the center and top of the page with the corresponding item letter from the application, for example, "Attachment III, Section 3, Item a".
- Item a: Submit a list of providers, with their corresponding specialties, working at the service site. Label your documentation at the top of the page "Attachment III, Section 3, Item a," and submit with your application.

- **Item b:** Provide a map from Google or a similar site showing the address of the applicant’s service site, the address of the closest physician practicing the specialty, and the distance between. Include the name of the practicing physician that is closest. Remember to circle, number, highlight or otherwise draw attention to the portion of data that is relevant to your application. Label your documentation at the top of the page “Attachment III, Section 3, Item b,” and submit with your application.
- **Item c:** Acceptable documentation includes letters of resignation, retirement, termination, etc. Include one for each physician leaving the site in the same specialty as the proposed specialty. Label your documentation at the top of the page “Attachment III, Section 3” and Item c-1,” “Item c-2,” etc., and submit with your application.
- **Item d:** Documentation such as a recruitment contract, a dated employment advertisement, authorization to hire, etc., is acceptable. Use the one piece of documentation that best demonstrates that a vacancy in the specialty has existed for at least 12 months. Label your documentation at the top of the page “Attachment III, Section 3, Item d,” and submit with your application. Remember to circle, number, highlight or otherwise draw attention to the portion of data that is relevant to your application.
- **Item e:** Visit the website below:

https://apps.nyhealth.gov/statistics/prevention/quality_indicators/mapaction.map

On the map, click on the county where the hospital closest to the proposed service site is located. Click on the zip code where that hospital is located. The statistics for that hospital (Area Rate), along with the Statewide Rate, are located in the green table toward the top of the page and to the right of the map. (Be sure the “Condition” at the top of the table indicates “All.”)

D. Attachments IV-A and IV-B: Budget Request

If the applicant is an individual physician applying for funding to repay qualified education loans or to begin or join a practice, complete Attachment IV-A: Budget Request for Individual Physician Applicants.

If the applicant is a facility or physician practice applying for funding to recruit a physician to an existing organization, please complete Attachment IV-B.

For each budget category in Attachment IV-A or IV-B, indicate the amount of funding requested, if any, to support the identified physician at the practice

site(s) included in the application. Indicate the amounts of funding to be utilized in Year 1 (50%), Year 2 (50%) and Total.

The total funding request for the two-year period cannot exceed \$100,000, and the amount of funding allocated to either one-year period cannot exceed fifty percent of the total amount requested. Requests exceeding these amounts will be disqualified.

In the Justification/Explanation column, for each category for which funding is requested, provide a general explanation of how the funds will be used within that category. For example, if funding will be used for staff salaries, indicate what type of staff (e.g., PA, RN, support staff) is being hired and at what salary. If a productivity bonus is being paid, indicate the payment schedule and a brief statement of the factors that are considered for the bonus.

Expenses that are eligible for funding include:

- Land/building acquisition (for individual physician applicants starting a practice)
- Renovation/construction (for individual physician applicants starting a practice)
- Equipment/furniture (for individual physician applicants starting a practice)
- Staff salaries (for individual physician applicants starting a practice)
- Qualified educational loan repayment (for individual physician applicants only)
- Income guarantees
- Investment in partnerships
- Recruitment/productivity bonus
- Relocation reimbursement
- Professional membership fees
- Continuing medical education costs
- Other direct compensation payments to physician

Expenses that are ineligible for funding include:

Costs that are not direct payments made by health care facilities or physician practices to the identified physician. These include, but are not limited to, renovation, construction, equipment, furniture, administrative costs (staff salary, recruitment costs, etc.) and other infrastructure costs. Note that these do not apply to individual physician applicants who are starting up a practice.

Contingent upon available funding, awards will be made up to the requested amount less any ineligible costs as described above.

E. Attachment V: Employment Contract or Business Plan

If the applicant is a hospital, group practice or other organization, insert a copy of a fully executed employment contract between the applicant and the identified physician. Applicants may wish to consider including a contingency clause in the employment contract to address the issue should funding become exhausted.

If the applicant is an individual physician requesting funds to join a practice, insert a copy of the fully executed employment contract or partnership agreement.

If the applicant is an individual physician requesting funds to start a practice, please insert a copy of a business plan. If submitting a business plan, the following elements shall be addressed:

- Mission statement
- Goals
- Ownership structure
- Clinical/professional profiles
- External influences on the practice
- Demographics of patient mix expected to be served
- Marketing initiatives
- Fee schedule
- Financial analysis and projections
- Administrative overview
- Capital needs
- Medical records protocol

Guidance on writing business plans for specific types of businesses can be found on many websites, including the website below:

<http://www.clpgh.org/research/business/bplansindex.html#H>

F. Attachment VI: Program Workplan

Complete the information requested at the top of the form. List the major objectives for hiring the identified physician or for working in the area chosen (if an individual physician applicant). For each objective, list the major activities that will be undertaken to achieve the objectives. Include a timeline for each activity. The start and end dates for the workplan correspond to the period of the service obligation.

G. Attachment VII: Vendor Responsibility Attestation

Complete form as applicable.

H. Appendix 2: Sample Grant Contract

Do not complete at this time. Do not submit.

I. Application Cover Page

- Enter the name of the applicant.
- Enter the Operating Certificate Number, FEIN, or Social Security Number of the applicant.
- Order your application by section as indicated in the checklist.
- As you order the sections, review to ensure that all supporting documentation is included and labeled appropriately.
- Once your application is complete, make three copies.
- Submit your complete application package (two originals and three copies) as directed in Section V.C - Administrative Requirements, How to File An Application.

APPENDIX 1

LIST OF COMPLIANCE AND MANDATORY APPLICATION MATERIALS

COMPLIANCE: The following items should be completed in full with accurate information; failure to do so may result in disqualification. However, the Department reserves the right to clarify these items if necessary.

Number of copies: Two originals and three copies of full application

Application Cover Page:

- * All items

Attachment I: Applicant Information

- * Items 2-7
- * Item 10

Attachment II: Identified Physician Information

- * Items b-e

Attachment IV-A or IV-B:

- * Item a

Attachment VI

- * Item a

Attachment VII

MANDATORY: The following items must be completed in full, with all required supporting documentation, to be considered eligible for an award. Incomplete or inaccurate information for any of these items will result in disqualification of the application.

Attachment I: Application Information

- * Item 1
- * Item 8
- * Item 9
- * Item 11
- * Item 12

Attachment II: Identified Physician Information

- * Item a
- * Items f-m

Attachment III: Statement of Need

1. Proposed Service Area
 - * County

- * At least two items in a-h must be checked
- * Supporting documentation included for all items checked
- 2. Proposed Site Location
 - * Item a
 - * At least two items in b-i must be checked
 - * Supporting documentation included for checked items a, b, e, f, g, h, and/or i
- 3. Proposed Specialty
 - * At least two items in a-f must be checked
 - * Supporting documentation included for all items checked

Attachment IV-A or IV-B:

- * Item b must have at least one line of cost category completed for two years and a justification/explanation of cost.
- * Each year of funding is 50% of the total request

Attachment V:

- * All applicant types EXCEPT individual physicians requesting funds to start a practice have included a copy of a fully executed Employment Contract between the applicant and the identified physician.
- * Individual physician applicants requesting funds to start a practice have included a copy of a business plan with the following:
 - Mission statement
 - Goals
 - Ownership structure
 - Clinical/professional profiles
 - External influences on the practice
 - Demographics of patient mix expected to be served
 - Marketing initiatives
 - Fee schedule
 - Financial analysis and projections
 - Administrative overview
 - Capital needs
 - Medical records protocol

Attachment VI:

- * Item b

APPENDIX 2

APPLICATION MATERIALS

APPLICATION COVER PAGE

Complete this form last, after all other application material has been completed and you are ready to submit your application. Note that any missing required components will result in disqualification of the application.

Name of Applicant: _____

Operating Certificate Number (if applicable): _____

FEIN/Social Security Number: _____

Number of pages submitted, including this cover page, all attachments and appendices listed below, and corresponding supporting documentation: _____

Application Checklist:

Submissions should include **two originals and three copies** of your application.

Your application submission must include this checklist and the attachments listed below:

- Application Cover Page
- Attachment I: Applicant Information
- Attachment II: Identified Physician Information
- Attachment III: Statement of Need
- Attachment IV: **EITHER**
 - Attachment IV-A: Budget Request for Individual Physician Applicants **OR**
 - Attachment IV-B: Budget Request for Facility or Practice Applicants
- Attachment V: Employment Contract or Business Plan
- Attachment VI: Program Workplan

The application should also include:

- Attachment VII: Vendor Responsibility Attestation

Applicant Name: _____

Applicant FEIN/SSN: _____

Attachment I: Applicant Information (page 1 of 2)

1. Applicant Name: _____

2. Applicant Address: _____

3. Applicant FEIN/TIN/SSN: _____

4. NYSDOH Operating Certificate # if applicable: _____

5. Applicant is: Not-for-Profit For-Profit

6. Applicant Charities Registration Number: _____ - _____ - _____ or

Reason for Exemption: _____

7. Person Responsible for Project:

Name/Title: _____

Phone: () _____ E-mail address: _____

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

Name: _____ Title: _____

Signature: _____

Attachment I: Applicant Information (page 2 of 2)

9. Facility Type (Check one category and appropriate subcategories):

_____ Hospital

- Teaching Non-Teaching
 New York City Rest of State

_____ Other health care facility licensed by the Department

- Rural Non-Rural
 New York City Rest of State

_____ Other health care facility (specify) _____

- Rural Non-Rural
 New York City Rest of State

_____ Solo or group medical practice

- Rural Non-Rural
 New York City Rest of State

_____ Individual physician

- New York City Rest of State

10. Amount of funding requested from DANY PPS (not to exceed \$100,000): \$_____

11. Dates of service obligation: _____ to _____

Note: Date of service obligation will coincide with the two-year contract period.

Attachment II: Identified Physician Information (page 1 of 3)

a) Physician Name: _____
Last First Middle Initial

b) Address: _____

c) Telephone: () _____

d) Date of Birth: ____/____/____

e) E-mail: _____

f) Current Position: Resident/Fellow
 Practicing/Attending physician

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

Specialty: _____

Start date of current employment: ____/____/____

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

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

g) Is identified physician currently licensed or certified to practice as a physician in New York State?

- Yes, license number _____
 No
 Pending, date applied _____

Attachment II: Identified Physician Information (page 2 of 3)

h) Is identified physician in good standing with the Department's Office of Professional Medical Conduct?

Yes No

i) Does the identified physician have a Physician Profile on the Department of Health's website?

Yes No

j) Check the one that applies to the identified physician:

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

k) Indicate all medical schools, residency programs or fellowship programs that the identified physician has attended, as well as dates attended, major or specialty, and degree awarded. Attach additional sheets as necessary.

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

Attachment II: Identified Physician Information (page 3 of 3)

l) Has identified physician applied for or received any other scholarship and/or loan forgiveness awards? No Yes If yes, please fill in boxes below, as applicable.

Applied To	Award Received (DP = Decision Pending)	Amount	Date of Award (if applicable)	Dates of Service Obligation
Regents Health Care Scholarship	Yes / No / DP		/ /	
National Health Service Corps Scholarship	Yes / No / DP		/ /	
Regents Physician Loan Forgiveness Award Program	Yes / No / DP		/ /	
National Health Service Corps Loan Repayment Award	Yes / No / DP		/ /	
Doctors Across New York Loan Repayment	Yes / No / DP		/ /	
Doctors Across New York Physician Practice Support	Yes / No / DP		/ /	
Loan Repayment Program – Other (Please specify)	Yes / No / DP		/ /	

m) For individual physician applicants who are requesting funding for the purpose of repaying qualified educational debt:

List all loan debt for undergraduate or medical education, made by or guaranteed by the federal or state government, or made by a lending or educational institution approved under Title IV of the federal Higher Education Act.

Creditor Name	Creditor Address	Original Amount Borrowed	Current Balance

TOTALS \$ _____ \$ _____

Attachment III: Statement of Need (page 1 of 4)

1. Proposed Service Area:

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

County(ies) of: _____

Town(s) (if applicable): _____

Neighborhood(s) (if applicable): _____

Population served (if applicable): _____

Please check all letters below that characterize the service area described above and fill in the blanks where indicated. Please note that if less than two (2) items are checked or if documentation for the checked items is missing or does not substantiate the information checked, the application will be deemed ineligible for an award.

The information below pertains specifically to: _____
County, Town, or Neighborhood

____ a. **For primary care services:** Geographic area encompasses one or more federally-designated primary care Health Professional Shortage Area(s) or Medically Underserved Area(s).
Documentation supporting the HPSA or MUA is attached.

____ b. **For mental health services:** Geographic area encompasses one or more federally-designated mental health Health Professional Shortage Area(s) or Medically Underserved Area(s).
Documentation supporting the HPSA or MUA is attached.

____ c. **For specialty physicians:** County(ies) of proposed service area listed above is/are listed in Attachment VIII for the specialty indicated in Attachment II, item f.

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

- A percentage of individuals below poverty level that exceeds 13.2% of the population of the service area (for non-NYC areas), and/or
- A median family income level lower than \$63,211, and/or
- A per capita income level lower than \$27,466.

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

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

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

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

Attachment III: Statement of Need (page 2 of 4)

2. Proposed Site Location:

Please complete this section for each site where the identified physician will be providing services. If the physician will be providing services in more than one location, please complete a separate page for each site.

Name of practice site _____

Street _____

City _____ New York Zip _____ County _____

Date service began/will begin: ____ / ____ / ____ Percentage of time spent at this site: ____

Location of area served by practice site:

_____ NYC _____ Rest of State (____ Rural or ____ Non-Rural)

Please check all that characterize the site listed above. Please note that if less than two (2) items are checked or if documentation for the checked items is missing or does not substantiate the information checked, the application will be deemed ineligible.

- ____ a. **For primary care providers:** Site is designated as a primary care Health Professional Shortage facility (HPSA), but is not located in a geographically designated HPSA area.
- ____ b. **For mental health providers:** Site is designated as a mental health Health Professional Shortage facility (HPSA), but is not located in a geographically designated HPSA area.
- ____ c. **For rural health providers:** Site is located in a rural town or county as listed in Attachment IX.
- ____ d. _____% of the site's visits, combined as a percentage of total visits (i.e., _____% Medicaid + _____% Child Health Plus + _____% free and sliding fee-scale care + _____% Family Health Plus), are for indigent care, which is thirty percent (30%) or more.
- ____ e. Site has _____% use of emergency room facilities for routine primary care, which is greater than 35%.

Attachment III: Statement of Need (page 3 of 4)

- ____ f. Average waiting time for established patients for routine preventive or follow-up appointments with a primary care physician is _____ weeks, which exceeds twelve (12) weeks from the initial patient request.

- ____ g. Average waiting time for new patients for routine preventive appointments with a primary care physician is _____ weeks, which exceeds six (6) months from the initial patient request.

- ____ h. For referrals to the specialty requested, the average waiting time for consultation appointments is _____ weeks, which exceeds 12 weeks from the initial patient request.

- ____ i. For referrals to the specialty requested, the average waiting time for urgent appointments is _____ weeks, which exceeds 4 weeks from the initial patient request.

Site # _____ of _____

Attachment III: Statement of Need (page 4 of 4)

3. Proposed Specialty:

For the specialty listed on Attachment II, item f, of the application, please check all letters (a-e) that characterize the specialty. Please note that if less than two (2) items are checked or if documentation for the checked items is missing or does not substantiate the information checked, the application will be deemed ineligible. See section VI.C.3 of the application instructions for information regarding acceptable documentation.

- ____ a. There are currently NO other providers offering similar services for the specialty at the proposed service site.
- ____ b. The travel distance from the applicant's proposed service site to the next closest provider practicing the listed specialty exceeds 20 miles (Rest of State) or 5 miles (NYC).
- ____ c. Site anticipates a decrease in the number of physicians practicing in the specialty due to announced retirements or departures.
- ____ d. Site has been recruiting to fill a vacancy for 12 months or longer.
- ____ e. For the hospital closest to the site, the rates of hospitalization for preventable conditions, or prevention quality indicators (PQI), exceed the statewide rate by 25% for the composite of conditions related to the specialty.

Applicant Name: _____

Applicant FEIN/SSN: _____

Attachment IV-A: Budget Request for Individual Physician Applicants

Doctors Across New York – Physician Practice Support

a)

Contractor Name: _____

Identified Physician: _____ Period of Service Obligation: _____ to _____

b)

Cost Category	Months 1-12 (50% of total)	Months 13-24 (50% of total)	Total For Category	Justification/Explanation
Qualified Educational Loan Repayment				
Land/Building Acquisition				
Renovation/Construction				
Equipment/Furniture				
Staff Salaries				
Investment in Partnership				
Other (specify):				
TOTAL*:				

*Total for two years cannot exceed \$100,000. Note: See Section VI.D for a listing of ineligible costs.

Applicant Name: _____

Applicant FEIN/SSN: _____

Attachment IV - B: Budget Request for Facility or Practice Applicants

Doctors Across New York – Physician Practice Support

a)

Contractor Name: _____

Identified Physician: _____ Period of Service Obligation: _____ to _____

b)

Cost Category	Months 1-12 (50% of total)	Months 13-24 (50% of total)	Total For Category	Justification/Explanation
Income Guarantee				
Recruitment Bonus				
Productivity Bonus				
Relocation Reimbursement				
Professional Membership Fees				
Continuing Medical Education Costs				
Other Cash Payment to Physician (specify):				
Other Cash Payment to Physician (specify):				
TOTAL*:				

*Total for two years cannot exceed \$100,000. Note: See Section VI.D for a listing of ineligible costs.

Attachment V: Employment Contract or Business Plan

Be sure to label your documents “Attachment V: Employment Contract” or “Attachment V: Business Plan.”

- **If the applicant is a hospital, group practice or other organization**, please insert a copy of a fully executed employment contract between the applicant and the identified physician. Applicants may wish to consider including a contingency clause in the employment contract to address the issue should funding become exhausted.
- **If the applicant is an individual physician requesting funds to join a practice**, please insert a copy of the fully executed employment contract or partnership agreement.
- **If the applicant is an individual physician requesting funds to start a practice**, please insert a copy of a business plan, which includes the following items:
 - Mission statement
 - Goals
 - Ownership structure
 - Clinical/professional profiles
 - External influences on the practice
 - Demographics of patient mix expected to be served
 - Marketing initiatives
 - Fee schedule
 - Financial analysis and projections
 - Administrative overview
 - Capital needs
 - Medical records protocol

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

Attachment VI: Program Workplan

Doctors Across New York – Physician Practice Support Program

a)

Contractor Name: _____

Identified Physician: _____

Practice Site Location: _____

Period of Service Obligation: _____ to _____

b)

Project Objectives	Activities to Achieve Project Objectives	Projected Timeline

Attachment VII: Vendor Responsibility Attestation

VENDOR RESPONSIBILITY ATTESTATION

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

Choose one:

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

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

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

RFA #1103141142

Signature of Authorized Organization Official: _____

Print Name: _____

Title: _____

Organization: _____

Date: _____

Attachment VIII: Specialty Shortage Areas

For informational purposes only. Do not submit with application.

ANESTHESIOLOGY (and related sub-specialties)

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

CARDIOLOGY (and related sub-specialties)

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

DERMATOLOGY (and related sub-specialties)

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

EMERGENCY MEDICINE (and related sub-specialties)

Essex	Livingston	Tioga
Greene	Seneca	

GASTROENTEROLOGY (and related sub-specialties)

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

GENERAL SURGERY (and related sub-specialties)

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

NEUROLOGY (and related sub-specialties)

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

OBSTETRICS/GYNECOLOGY (and related sub-specialties)

Allegany	Essex	Livingston	Sullivan
Columbia	Greene	Schoharie	Tioga
Cortland	Hamilton	Seneca	

OPHTHALMOLOGY (and related sub-specialties)

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

ORTHOPEDIC SURGERY (and related sub-specialties)

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

OTOLARYNGOLOGY (and related sub-specialties)

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

PATHOLOGY (and related sub-specialties)

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

PHYSICAL AND REHABILITATIVE MEDICINE (and related sub-specialties)

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

PREVENTIVE MEDICINE (and related sub-specialties)

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

PSYCHIATRY

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

PULMONARY DISEASE (and related sub-specialties)

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

RADIOLOGY (and related sub-specialties)

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

UROLOGY (and related sub-specialties)

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

Attachment IX: Rural Counties and Towns

For informational purposes only. Do not submit with application.

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

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

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

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

Attachment X: Teaching Hospitals - Do not submit with application.

Rest of State

Albany Medical Center Hospital
Albany Medical Center South Clinical Campus
Benedictine Hospital
Brookhaven Memorial Hospital Medical Center
Community General Hospital of Syracuse
Crouse Hospital
Ellis Hospital
Erie County Medical Center
Faxton-St. Luke's Healthcare
Franklin Hospital
Glen Cove Hospital
Good Samaritan Hospital Medical Center
Highland Hospital of Rochester Medical Center
Huntington Hospital
Kaleida Health
Kingston Hospital
Long Beach Medical Center
Mary Imogene Bassett Hospital
Mercy Hospital of Buffalo
Mercy Medical Center
Mount Vernon Hospital
Nassau University Medical Center
Niagara Falls Memorial Medical Center
North Shore University
Olean General Hospital
Plainview Hospital
Rochester General Hospital
Roswell Park Cancer Institute
Sisters of Charity Hospital
Sound Shore Medical Center
South Nassau Communities Hospital
Southampton Hospital
Southside Hospital
St. Charles Hospital
St. Elizabeth Medical Center
St. Francis Hospital of Roslyn
St. Johns Episcopal Hospital
St. Joseph's Hospital
St. Joseph's Medical Center
St. Peters Hospital
Stony Brook University Hospital
Strong Memorial Hospital
SUNY Health Science Center at Syracuse
UHS Hospitals
Unity Hospital
Westchester Medical Center
Winthrop University Hospital

New York City

Bellevue Hospital
Beth Israel Medical Center
Bronx Lebanon Hospital
Brookdale Hospital Medical Center
Brooklyn Hospital
Coler Specialty Hospital and Nursing Facility
Coney Island Hospital
Elmhurst Medical Center
Flushing Hospital
Forest Hills Hospital
Goldwater Specialty Hospital and Nursing Facility
Harlem Hospital
Hospital for Special Surgery
Interfaith Medical Center
Jacobi Medical Center
Jamaica Hospital Medical Center
Kings County Hospital Center
Kingsbrook Jewish Medical Center
Lenox Hill
Lincoln Medical & Mental Health Center
Long Island College Hospital
Long Island Jewish Medical Center
Lutheran Medical Center
Maimonides Medical Center
Memorial Hospital for Cancer and Allied Diseases
Metropolitan Hospital Center
Montefiore Medical Center
Mount Sinai Medical Center
New York Downtown Hospital
New York Eye and Ear Infirmary
New York Hospital Queens
New York Methodist Hospital
New York Presbyterian Hospital
North Central Bronx Hospital
NYU Hospitals Center
Peninsula Hospital
Queens Medical Center
Richmond University Medical Center
St. Barnabas Hospital
St. Lukes Roosevelt
St. Vincent Catholic Medical Center (Westchester Division)
Staten Island University Hospital
University Hospital - Downstate
Woodhull Medical & Mental Health Center
Wyckoff Heights Medical Center

Attachment XI: New York State Rural Hospitals

Do not submit with application.

As per PHL section 2807-w and NYCRR Title 10 Section 700.2

A. O. Fox Memorial Hospital	Jones Memorial Hospital
Adirondack Medical Center	Lewis County General Hospital
Alice Hyde Hospital Association	Little Falls Hospital
Amsterdam Memorial Hospital	Margaretville Memorial Hospital
Auburn Memorial Hospital	Mary Imogene Bassett Hospital
Bertrand Chaffee Hospital	Massena Memorial Hospital
Brooks Memorial Hospital	Medina Memorial Hospital
Canton-Potsdam Hospital	Moses-Ludington Hospital
Carthage Area Hospital	Nathan Littauer Hospital
Catskill Regional MC - Hermann	Nicholas Noyes Memorial Hospital
Catskill Regional MC – Sullivan	Northern Dutchess Hospital
Cayuga Medical Center	Newark-Wayne Community Hospital
Champlain Valley Physicians Hospital Medical Center	O'Connor Hospital
Chenango Memorial Hospital	Olean General Hospital
Claxton Hepburn Medical Center	Oneida Healthcare Center
Clifton Fine Healthcare Corporation	Oswego Hospital
Cobleskill Regional Hospital	River Hospital
Columbia Memorial Hospital	Samaritan Medical Center
Community Memorial Hospital	Schuyler Hospital
Corning Hospital	Soldiers & Sailors Memorial Hospital
Cortland Memorial Hospital	St. James Mercy Hospital
Cuba Memorial Hospital	TLC Health System
Delaware Valley Hospital	Thompson Health
Edward John Noble Hospital of Gouverneur	Tri-Town Regional Hospital
Elizabethtown Community Hospital	United Memorial Medical Center
Ellenville Regional Hospital	Vassar Brothers Medical Center
Faxton Hospital	WCA Hospital
Geneva General Hospital	Westfield Memorial Hospital
Glens Falls Hospital	Wyoming County Community Hospital
Ira Davenport Memorial Hospital	

Appendix 3: Sample Grant Contract
(DO NOT SUBMIT WITH APPLICATION MATERIALS)

GRANT CONTRACT (MULTI YEAR)

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

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

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

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

_____	.	_____
_____	.	Contract No. _____
_____	.	_____
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 _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE	.	STATE COMPTROLLER'S SIGNATURE
_____	.	_____
Title: _____	.	Title: _____
Date: _____	.	Date: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

Conditions of Agreement

- A. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as "Funding Amount for Initial Period" on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

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.

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.

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

Payment and Reporting

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.

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.

The CONTRACTOR shall meet the audit requirements specified by the STATE.

The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

Terminations

This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

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.

The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

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.

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.

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.

Indemnification

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.

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.

Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

Safeguards for Services and Confidentiality

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.

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.

Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	6

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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a

public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail,

return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

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

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

APPENDIX A-1
AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.

2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

- iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

- ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
- 4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
- 5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
 - a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by

or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by

contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.

- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.
- b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of

any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

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

- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
- ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2

Program Specific Clauses

In consideration of the receipt of a practice support award which is hereby acknowledged, the CONTRACTOR agrees that the IDENTIFIED PHYSICIAN:

1. is a United States citizen or permanent resident;
2. has secured a job offer from a health care institution or practice or demonstrates the establishment of a practice¹ eligible for obligated service;
3. shall fulfill the service obligation by practicing as a(n) <<Specialty>> at a facility which is located in a underserved area as defined by the Commissioner for at least 35 hours (with a minimum of 32 clinical hours) per week for at least 48 weeks per year. The 35 hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work performed in any 24-hour period. Time spent in on-call status shall not be applied toward the 35-hour week. Hours worked in excess of 35 hours per week shall not be applied to any other workweek.
4. shall begin practice no later than October 31, 2011;
5. has a valid license to practice medicine in New York State and is board-certified or eligible in the specialty identified in 3. above;
6. understands that the period of the service obligation identified in 3. above is two years regardless of the amount of the annual award payment;
7. shall not charge more for professional services than the usual and customary rate prevailing in the area in which such services are provided. If an individual is unable to pay the amount so charged for professional services, he/she shall charge such individual at a reduced rate or not charge such individual any amount;
8. shall provide health services to individuals in the area without discriminating against them because (a) of their inability to pay for those services or (b) payment for these health services shall be made under part A or B of title XVIII of the Social Security Act (42 U.S.C. 1395) ("Medicare") or under a State plan for medical assistance approved under titles XIX and XXI of that ACT ("Medicaid" and "State Children's Health Insurance Program");
9. shall accept assignment under section 1842(b)(3)(B)(ii) of the Social Security Act (42 U.S.C. section 1395u(b)(3)(B)(ii)) for all services for which payment may be made under Part B of Title XVIII of such Act. He/she shall enter into an appropriate agreement with the State agency which administers the State plan for medical assistance under titles XIX and XXI of the Social Security Act to provide services to individuals entitled to medical assistance under the plan or work under current agreement of employing facility;
10. shall maintain a patient mix consisting of at least 30% Medicaid, CHPlus, Family Health Plus, uninsured and special needs populations (combined);

¹ i.e., has, at a minimum, secured relevant state permits to open a practice and has developed a business plan.

11. is not in default on the repayment of a guaranteed student loan or in default under the terms of any service obligation on any other governmentally administered scholarship or financial aid program or, if in default on any such loan, scholarship or financial aid program, will authorize the New York State Higher Education Services Corporation to apply the award directly to the defaulted account(s);
12. is not obligated under the New York State Regents Physicians' Loan Forgiveness Award Program, Regents New York State Health Care Scholarship Program in Medicine, or any other state or federally funded scholarship or loan repayment program (e.g. National Health Service Corps) for the contract period;
13. has not previously received funds under a Doctors Across New York Loan repayment or Physician Practice Support award;
14. has not been working as a physician in an underserved area in New York State or as a physician serving an underserved area in New York State prior to July 1, 2010;
15. is not under indictment for, or convicted of, any felony, as defined in relevant NYS statutes;
16. will, upon CONTRACTOR receiving an award, authorize any employer, bank, guarantee agency or other institution identified in Attachment II, item m of RFA #1103141142 to validate or provide to NYSDOH and HESC information necessary for their review, evaluation, and verification of educational debt for the DANY Physician Practice Support program, and gives NYSDOH and HESC permission to disclose the requested personal information to any employer, bank, guarantee agency or other institution identified in Attachment II, item m of RFA #1103141142 to facilitate NYSDOH's and HESC's review, evaluation, and verification of educational debt for the purposes of this program;
17. will, upon CONTRACTOR receiving an award, give NYSDOH and HESC permission to share personal information with its agents, business partners and schools necessary for the purposes of administering the above-mentioned program, as well as permission to use whatever means NYSDOH and HESC deems necessary to verify any information provided or to be provided for the purpose of establishing eligibility of the contractor for this program including, but not limited to, documentation submitted from or accessed through other parties.
18. In the event that the identified physician must interrupt their obligated service for reasons including, but not limited to, military duty, family medical leave, or jury duty and that period of time exceeds the employer-sponsored vacation and sick time, the CONTRACTOR must notify the Department in writing. The service obligation and the contract may then be extended by an equivalent amount of time.
19. If the IDENTIFIED PHYSICIAN fails to comply with the requirements of the service obligation or the CONTRACTOR fails to comply with the requirements of this contract, the CONTRACTOR may be considered in default under this contract. In the event of default, the Contractor will be responsible for repayment to the State of New York of any payments made under this contract, plus interest at the personal income tax late payment rate at the time of default, as follows:

- Identified physician provides service for less than 12 months – requires repayment of 100% of the total funds received.
 - Identified physician provides service for more than 12 months but less than 18 months – requires repayment of 75% of the total funds received.
 - Identified physician provides service of more than 18 months but less than 24 months – requires payment of 50% of the total funds received.
20. The IDENTIFIED PHYSICIAN must receive prior approval in writing from DOH to modify any aspect of the service obligation.

APPENDIX B
Budget

Insert Budget Used in Application

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

Payment and Reporting Terms and Conditions

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 0 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 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.

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.

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.

The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

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 60 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.

The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located at: Corning Tower, Room 1190, Albany, NY 12237.

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

If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

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

Progress and Final Reports

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

APPENDIX D
PROGRAM WORKPLAN

Insert Program Workplan Used in Application

Appendix G
NOTICES

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

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

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

State of New York Department of Health

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

[Insert Contractor Name]

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

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____ Contractor: _____

Amendment Number X-_____

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

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

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

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

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

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

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

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

This will result in new contract terms of:

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

