RFA# 1401130108

New York State Department of Health
and
Health Research, Inc.
Center for Community Health
Division of Chronic Disease Prevention
Bureau of Chronic Disease Control

Request for Applications

Integrated Breast, Cervical and Colorectal Cancer Screening Program for Allegany, Cattaraugus, Niagara, Genesee, and Orleans Counties

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Key Dates

RFA Release Date:	**May 1, 2014**
Letter of Interest Due: (Strongly Encouraged):	**May 8, 2014**
Questions Due:	**May 8, 2014 by 3:00 p.m.**
Questions, Answers and Updates Posted (on or about):	**May 15, 2014**
Applications Due:	**May 30, 2014 by 3:00 p.m.**

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I. Introduction

A. Intent

The New York State Department of Health (Department) and Health Research, Inc. (HRI) seek applications to implement cancer screening programs in Allegany, Cattaraugus, Niagara, Genesee, and Orleans Counties. These programs will promote comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations and provide comprehensive screening and diagnostic services to eligible uninsured and underinsured men and women in these five counties.

Contractors will build program infrastructure and capacity to promote evidence-based cancer screening services at the population level. Consistent with implementation of the Patient Protection and Affordable Care Act (PPACA), awarded applicants may also participate in planning activities and receive training to implement incrementally over the full grant period, evidence-based policy, systems and environmental changes to promote screening services among the insured population, with the goal of reducing morbidity and mortality from breast, cervical and colorectal cancers among all age-appropriate residents in these service regions.

B. Background

The Department/HRI seek to reduce the burden of cancer for all New Yorkers through the coordination and implementation of population-based and evidence-based strategies across the cancer care continuum – from prevention, to early detection, diagnosis and treatment, through survivorship. Department/HRI programs raise awareness about and support cancer prevention efforts focusing on such areas as tobacco control, reductions in exposure to harmful ultraviolet rays, and improved access to healthy foods and opportunities for physical activity.

The Department is an active member in the New York State Cancer Consortium (the Consortium), supporting the Consortium's goal of reducing the overall burden of cancer through priority action areas outlined in the NYS Comprehensive Cancer Control Plan. A copy of the full plan and information about the Consortium can be accessed on the Consortium website at: http://www.nyscancerconsortium.org/.

New York State Cancer Consortium Priority Areas for Action
Health Promotion and Cancer Prevention - All New Yorkers will have current, evidence-based information, resources and opportunities to adopt and maintain health-promoting behaviors and to reduce the risk of cancer. **Early Detection** – All New Yorkers will receive age-appropriate, evidence-based, guideline-driven screening services for the early detection of cancer. **Treatment** – All New Yorkers will have access to high quality, comprehensive cancer care at an

affordable cost.

Survivorship – All New Yorkers will have equal access to evidence-based, evidence-informed and guideline-driven services and appropriate, high-quality follow-up care that supports cancer survivors, families and caregivers.

Palliative Care – All New Yorkers will have access to evidence-based, evidence-informed and guideline-driven patient and family-center palliative care services.

Health Care Workforce – All New Yorkers will have access to an adequate supply of health care providers with demonstrated competencies in cancer prevention, detection, treatment, supportive services and palliative care.

The Department supports the Consortium's efforts by providing data on the nature and extent of the cancer problem in New York State (NYS), implementing evidence-based programs and evaluating the efficacy of cancer control efforts.

The Department aims to increase the proportion of men and women in NYS who are up-to-date on recommended preventive cancer screenings. This is accomplished through:

- increasing public and health care provider awareness about the importance of guideline-concordant cancer screening;
- assisting underserved populations to access and navigate available cancer screening, diagnostic and treatment services through local service region contracts;
- integrating guideline-concordant cancer screening into the care received by men and women throughout NYS; and,
- implementing evidence-based policy, systems and environmental change strategies to promote cancer screening.

The Department's Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in NYS through local screening programs. Contractors develop relationships with regional providers (e.g., hospitals, clinics, health care providers) and community-based organizations to conduct outreach to priority populations, provide screening, diagnostic and case management services, public education, data management and quality assurance, as well as other activities outlined later in this document. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer to obtain prompt, comprehensive treatment through the NYS Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. The Department does not support routine population-based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP. Currently there are 36 vendors serving all participating NYS counties. A list of current contractors is provided in Attachment 1.

C. Statement of the Problem

Effective, affordable, population-based screening tests have been developed for breast, cervical and colorectal cancer. These tests serve as effective tools to detect precancerous cell changes and cancerous tumors and have been successful in reducing overall cancer incidence and mortality. The screening tests supported by the Department/HRI are based on evidenced-based guidelines published by reputable organizations such as: the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the United States Preventive Services Task Force, the National Comprehensive Cancer Network, the National Cancer Institute, the American Cancer Society, the American College of Obstetricians and Gynecologists, and the American Society for Colposcopy and Cervical Pathology.

Breast Cancer

Breast cancer is the second leading cause of cancer-related death among women in NYS. Nearly 14,900 NYS women are newly diagnosed with breast cancer and approximately 2,700 die from the disease each year.

Mammography is recommended to detect breast cancer in its earliest, most treatable stage. Research from clinical trials demonstrates that mammography can reduce breast cancer mortality by more than 30 percent. Additionally, several studies have estimated the proportion of breast cancers identified by clinical breast exam (CBE) that were not detected by mammography to be between 4.6% - 5.9%. Despite the efficacy of mammography in combination with CBE in the early detection of breast cancer, information from the NYS Behavioral Risk Factor Surveillance System indicates that women ages 40-74 years without health insurance are significantly less likely to have had a mammogram within the last two years than women with health insurance.

Cervical Cancer

While cervical cancer is largely preventable through regular screening tests and follow-up, approximately 900 women are newly diagnosed with cervical cancer and about 300 women die from the disease each year in NYS. The Pap test (or Pap smear) is one of the most reliable and effective screening tests available to prevent cervical cancer. The Pap test detects cervical cell abnormalities that could become cervical cancer without proper treatment. The United States Preventive Services Task Force strongly recommends screening for cervical cancer in women ages 21 to 65 years with a Pap test every three years or, for women ages 30 to 65 years who want to lengthen the screening interval, screening with a combination of a Pap test and human papillomavirus (HPV) testing every 5 years. In 2010, 88.6 percent of women ages 21 to 65 years reported having a Pap test within the past three years, which is below the Healthy People 2020 goal for 93.0 percent of women ages 21 to 65 years to have received a cervical cancer screening based on the most recent guidelines. There are some subpopulations that are less likely to be screened. In NYS, women without health insurance are significantly less likely to have received a Pap test in the past three years (70.6%) compared to women with health insurance (85.3%). Almost

half of all cervical cancers occur in women who have never been screened for cervical cancer or in those who have not been screened within the past five years. Increasing screening rates among women who are rarely or never screened would result in the largest impact toward reducing the incidence and mortality of cervical cancer.

Colorectal Cancer

In NYS, colorectal cancer is the third most frequently diagnosed cancer and the third leading cause of cancer deaths in men and women. Each year in NYS, about 4,748 men and 4,872 women are diagnosed with colorectal cancer and over 1,600 men and 1,700 women die from this disease.

Early colorectal cancer detection increases survival rates. Studies show that regular and appropriate screening of individuals aged 50 and older using high-sensitivity fecal tests (either the fecal occult blood test (FOBT) or the fecal immunochemical test (FIT)) or colonoscopy, and polyp removal when detected, can prevent colorectal cancer. Once again, despite the availability of effective screening modalities, men and women who are uninsured or have low incomes are less likely to have been screened for colorectal cancer. Hispanic men and women are the least likely to have had colorectal cancer screening compared to Whites or Blacks.

D. Funding

It is anticipated that up to three (3) awards will be made as a result of this RFA. The highest scoring application in each service region will be recommended for award for that region. Contingent upon appropriations, a total amount of up to $360,000 is available to support up to three (3) infrastructure contracts for the first nine-month contract period. It is anticipated that approximately $329,490 will be available in both state and federal funds (through Health Research, Inc.) for reimbursable clinical services to support up to three (3) contractors for the first nine-month period.

Attachment 2 provides a list of the anticipated maximum values for the infrastructure contracts and the maximum values of combined state and HRI clinical services allocations for each service region, for the first nine-month period, from July 1, 2014 through March 31, 2015. All actual contract values are contingent upon funding availability.

Attachment 2 also provides the estimated number of eligible persons that could be provided with comprehensive screening and diagnostic services per service region, based on the values of the combined state and HRI clinical services allocations (please note that these are estimates only). Successful applicants are not guaranteed awards of the total maximum nine-month contract values available for each region. Actual awards will be calculated based upon the service region to be served and the scope of work, staffing, and functions to be implemented in the contracts, as well as budget appropriations.

Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the Maximum Allowable Reimbursement Schedule (MARS) (Attachment 3). The MARS may be adjusted periodically by the State to reflect changes to reimbursable services

and/or fees based on federal and state mandates, national clinical practice guidelines and available funding. It is anticipated that clinical contracts will be multi-year with a start date of July 1, 2014 and an end date of March 31, 2018. The scope of work over the grant period may change; values of these contracts may, therefore, shift over the grant period as a result of the implementation of the PPACA and higher rates of insurance coverage in the general population. In addition, at some time during the grant period, the Department and HRI may transition provider reimbursement activities to the Department or a designated fiscal agent.

It is anticipated that infrastructure contracts will be renewed each April over the three year, nine-month grant period, with a start date of July 1, 2014 and an end date of March 31, 2018, consisting of four contract periods, the first nine-month period from July 1, 2014 through March 31, 2015, then three, 12-month periods (April 1, 2015 through March 31, 2016, April 1, 2016 through March 31, 2017 and April 1, 2017 through March 31, 2018). Infrastructure contract values for the three, 12-month periods beginning April 1, 2015 may vary from the first nine-month contract value to ensure sufficient funding to support all required activities. Levels of funding for future years will be based on funding availability, contractor performance, ability to provide screening and diagnostic services, ability to expend the reimbursable clinical services allocations and compliance with all contract requirements. The contract may end earlier than March 31, 2018 dependent upon federal guidance and implementation of the PPACA; it is anticipated that incremental changes will be made to the scope of work over the course of the grant period to gradually reduce the emphasis on reimbursement of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase in the implementation of evidence-based policy, systems and environmental change strategies to increase cancer screening among all populations across the State.

II. Who May Apply

A. Service Regions

The Department and HRI seek to fund up to three contractors to implement the cancer screening program in the following service regions, covering Allegany, Cattaraugus, Niagara, Genesee, and Orleans Counties:

Service Regions		
1	**2**	**3**
Allegany and Cattaraugus	Genesee and Orleans	Niagara

Applicants should also note:

- Applicants may not separate counties in a service region, for example, applications that propose to serve Cattaraugus County, but do not include Allegany County will not be considered. If an applicant proposes to serve more than one service region, they must submit separate applications for each region.

- One award per service region will be made to the highest scoring application for that region. Applicants awarded for more than one service region will receive one award/contract.
- Applicants should demonstrate the ability to oversee, coordinate, implement and ensure that all required activities are conducted throughout the entire service region. For example, an applicant choosing to serve Allegany County will ensure that required activities are also implemented in Cattaraugus County. This capacity should be demonstrated through letters of support from health care providers, health care systems, county health departments and key community-based organizations throughout the proposed service region.
- The Department/HRI reserves the right to modify the final service regions of successful applicants to ensure sufficient program coverage of the eligible priority population. In the event that there are no successful applicants for a service region with multiple counties, service regions may be split, such that individual counties would be the responsibility of different successful applicants as appropriate to ensure sufficient coverage for the five county area.
- The Department/HRI will determine award amounts based on available funding, service region(s), scope of work, staffing needs, and functions to be implemented in the contract.

B. Minimum Eligibility Requirements

Eligible applicants must be public or private not-for-profit agencies and organizations in NYS, including but not limited to: hospitals, health care systems, primary care networks, local government and public health agencies, and community-based organizations. The successful applicant(s) will become the contracting organization and legal entity with which the State and HRI enters into contracts.

C. Preferred Eligibility Requirements

Preference will be given to applications that:

- demonstrate expertise administering cancer screening services to eligible priority populations;
- propose to serve a combination of two or more of the three service regions listed above;
- are able to provide all screening services throughout the entire proposed service region;
- are experienced building collaborative relationships with community organizations and health care providers to address major health issues in the community;
- demonstrate a history of working with individuals who experience barriers to services due to race, age, disability, sexual orientation, gender identity, socio-economic status and/or geographic location;
- demonstrate the ability to support high quality breast, cervical and colorectal cancer screening promotion and provision activities through policy approaches,

health systems change and outreach strategies, with the goal of improving the delivery and use of clinical and other preventive services;
- retain a majority of the work in dollar value (at least 50%) of the infrastructure contract within the applicant organization and identify subcontracting agencies (if proposed) or how they will select subcontracting agencies; and
- demonstrate the experience and ability to process payments to reimburse health care providers and clinical laboratories for eligible clinical services rendered.

Preference will be given to applicants who have in place, or will develop and implement within one year of the contract start date, a comprehensive healthy foods policy for their organization, including use of healthy meeting guidelines (Attachment 4). If an applicant does not provide food on-site for staff or visitors (e.g., has no cafeteria, vending machines, stores, etc. under its organization's control), the applicant should have in place or develop and implement within one year of the contract start date healthy meeting guidelines, which establish that only healthy foods will be provided at organization-sponsored meetings and events. Applicants should complete, sign and submit the Comprehensive Healthy Foods Policy Status and Intent Attestation (Attachment 5) with their application stating that they have or will develop and implement such policies.

III. Project Narrative/Work Plan Outcomes

A. Expectations of the Project

Successful applicants will promote comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations in their service region(s). They will also coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations.

For the purposes of this Request for Applications, the eligible population, priority populations and integrated cancer screening services are defined as:

- *Eligible Population* – Eligibility is based on client income, health insurance status, age and other personal criteria such as risk status. Individuals meeting all the criteria are eligible to receive services. These criteria are:
  - Individuals whose household income is at or below 250% of the Federal Poverty Guideline (FPG) or who live above 250% of the FPG but attest, on a client consent form, they are unable to afford the cancer screening services offered by the program.
  - Individuals who are uninsured or underinsured. These are individuals who lack health insurance, whose health insurance does not cover cancer screening services, or who cannot meet their deductible obligations (including monthly spend down or co-payments) for purposes of accessing coverage under their health insurance and who attest, prior to services being performed, that they are unable to proceed with cancer screening because of these financial obligations.
  - Women aged 40 and older are able to receive breast and cervical cancer screening. Men and women aged 50 and older are able to receive colorectal

cancer screening. Other criteria, such as family history, also contribute to screening eligibility. For example, women under age 40 determined to be at high risk or with clinically significant findings for breast cancer may be eligible for breast cancer screening through the program. Similarly, men and women younger than 50 years old at increased risk for colorectal cancer may be eligible for screening. Men at higher risk for breast cancer based on a personal or family history of breast cancer, who are currently experiencing clinically significant breast symptoms that can be suspicious for breast cancer and who also meet all other eligibility criteria, may be eligible for the program.

A full description of the eligibility criteria and the client consent form may be found in the CSP, Operations Manual posted along with this RFA at www.health.ny.gov/funding/.

- *Priority Populations* – The term priority populations refers to sub-groups of the eligible population who are disproportionately affected by breast, cervical and colorectal cancer. These priority populations include:
  - Individuals ages 50 to 64;
  - Women aged 40 and over who are rarely or never screened for cervical cancer (those women who have never had a Pap test or have not had a Pap test within the last 5 years); and,
  - Individuals who are medically unserved or underserved including, but not limited to, individuals who experience barriers to services due to race, ethnicity, age, disability, sexual orientation, gender identity, socio-economic status; cultural isolation and/or geographic location.

- *Integrated Cancer Screening Services* – The provision of all appropriate cancer screening services for which an individual is eligible. For example, women aged 50 years and older who meet the program eligibility criteria will be provided comprehensive, guideline concordant breast, cervical and colorectal cancer screenings.

Consistent with the implementation of PPACA, incremental changes may be made to the scope of work over the award period to gradually reduce the emphasis on provision of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase in the implementation of evidence-based policy, systems and environmental change strategies to promote cancer screening on a population level. Successful applicants will be expected to demonstrate definitive, annual progress toward implementation of such activities (See Attachment 6).

B. Scope of Work

Successful applicants are required to implement, manage and oversee across the entire service region for which they are applying the activities listed below under the guidance of the Department and in accordance with the Cancer Services Program Operations Manual. A copy of the Operations Manual is posted along with this RFA at

www.health.ny.gov/funding/. It is anticipated that successful applicants will be able to meet or exceed Program Performance Measures as outlined in Attachment 7.

Successful applicants will be provided with and should plan for a start-up period to allow sufficient time to hire staff to fulfill required functions, develop and implement operational systems and assist with the transition of clients from former contractors serving the same region, as applicable. It is anticipated that this start-up period will begin on July 1, 2014 and end no later than September 30, 2014. Under the direction of the Department, contractors will complete all transition and start-up activities prior to initiation of cancer screening services, per the "Contractor Start-up Checklist" provided as Attachment 8. This start-up period applies only to applicants who do not currently hold contracts with the Department for the Integrated Breast, Cervical and Colorectal Cancer Screening Program and not to current contractors who successfully obtain an award through this RFA. The Contractor Start-up Checklist identifies the necessary activities to be implemented by successful applicants prior to beginning provision of screening and diagnostic services.

Applicants may subcontract components of the scope of work (e.g., Public Education and Targeted Outreach), but it is required that applicants retain a majority of the work in dollar value (at least 50%) of the infrastructure contract within the applicant organization. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants should note that the lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for the Department. In addition, approval of the proposed subcontract agreement(s) will be required prior to the Department entering into a contract with the lead organization.

1. **Program Management and Leadership**

   The lead organization (contractor) will have overall responsibility for all contract activities and will be the primary contact for the Department/HRI. They will coordinate and administer the program to ensure that all required activities are implemented and that contractual obligations are met in a timely manner. The lead organization will also ensure that any barriers to implementation of the required activities are promptly addressed to reduce potential effects on program performance. In addition, the lead organization will:

   - Under the direction of the Department, complete all transition and start-up activities per the Contractor Start-up Checklist, Attachment 8. All transition and start-up activities should be initiated beginning July 1, 2014 and completed no later than September 30, 2014.
   - Under direction of the Department, assist with the transition of clients from former contractors serving the same region to ensure existing clients are offered timely screening and diagnostic services, referrals to treatment and assistance enrolling in the MCTP, as needed.
   - Serve as the point of contact with community members, providers, partners and other organizations in the service region.

- Manage the day-to-day operations of the local screening program.
- Monitor, review and revise activities according to monthly performance measure reports, budget monitoring tool and other performance indicators. (See Attachment 7, Program Performance Measures).
- Submit, in a timely manner, complete and accurate annual work plans, budgets, semi-annual reports and other deliverables, as required by the Department.
- Ensure a qualified staffing structure, addressing all functions as described in the section, Required Staff and Key Functions, and systems to recruit, hire and train staff in a timely manner. Ensure that proposed staff covering required staffing and key functions are hired within a timely period upon initiation of contract. Staff should be trained and fully operational by the fourth month of the contract period.
- Ensure that the service region has sufficient Designated Qualified Entities (DQEs) – individuals authorized to complete applications for enrollment in the Medicaid Cancer Treatment Program – to meet the needs of the client population.
- Submit, in a timely manner, contact information for key staff as requested by the Department to ensure that the CSP database, public website and toll-free recruitment phone line database are accurate and up-to-date. This information is maintained by the Department to facilitate communication with and between contractors, as well as to provide contact information for statewide promotion of the program conducted by the Department.
- Ensure that all staff attends Department-sponsored trainings and contractor meetings as directed.
- Participate in annual comprehensive contract monitoring site visits, as requested and directed by the Department.
- Connect eligible New York State individuals and small businesses to the "NYS State of Health" (www.nystateofhealth.ny.gov) through promotion and education activities for CSP clients, providers, businesses and other community members about the NYS Health Benefit Exchange.
- Collect and submit, via a performance management tracking system, information and data regarding program implementation, short-term and long-term outcomes as required by the Department. The performance management tracking system is not yet available, however, it will be provided by the Department once it is. (Please note, the performance management tracking system is not Indus. The Indus data system is used to collect client-level information for clients receiving reimbursement for clinical services through the program. The performance management tracking system will not be used for client-level data, but rather it will be used to collect and submit information and data regarding broader program implementation, as well as short-term and long-term outcomes.)
- Under the direction of the Department, participate in and/or coordinate the planning and implementation of educational activities to increase public awareness and support for the local screening program. This includes, but is not limited to; media/promotional activities (letters to the editor, newspaper articles, etc.); educational visits to inform community members and decision makers about the impact of cancer, the unmet need and how the local program addresses the problem in the community. Educational messages will be provided by the Department.

- Under the direction of the Department, oversee the implementation of policy, systems and environmental change strategies to promote cancer screening among age-appropriate populations across the state.
- Under the direction of the Department, oversee and coordinate close-out activities at the end of the grant period to ensure the smooth transition of clients and continuity of care, as well as complete data management and provider reimbursement.

2. Partnering, Coordination and Collaboration

The lead organization will build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services at the population level and among the eligible populations throughout the proposed service region. The lead organization will:

- Collaborate with and actively engage organizations and individuals, throughout the service region, with the knowledge, skills and resources to reach the eligible and priority populations to assist with implementation of all required activities. Such organizations should include key strategic partners (e.g., American Cancer Society, Susan G. Komen for the Cure, local health departments, NYS Cancer Consortium members, health care systems and providers) and may include public and private businesses, service and social groups, faith-based organizations, non-profit organizations, medical institutions, medical care providers, government agencies, media, Federally Qualified Health Centers, worksites, groups serving individuals with cancer and their families, cancer survivor organizations and others.
- Develop and implement a plan to regularly communicate with partners and providers about program services and operations. Such communication may be in writing, via phone, webinar and in-person meetings.
- Engage partners to assess needs, conduct education, and develop, implement and evaluate comprehensive plans for outreach and in-reach recruitment activities to build demand for and provide screening services for eligible priority populations throughout the service region.
- Ensure that relationships are developed between providers and community organizations to establish referrals for client services not reimbursed through the Cancer Services Program (e.g., child care, transportation, medical equipment).
- Over the course of the grant period and under the guidance of the Department:
  - Collaborate with and actively engage partners to increase awareness of effective policy, systems and environmental (PSE) change intervention approaches, such as those outlined in the Centers for Disease Control and Prevention's Guide to Community Preventive Services (http://www.thecommunityguide.org/index.html) that support cancer screening promotion and provision activities.
  - Facilitate planning processes to identify, develop and plan PSE interventions which build demand for cancer screening, especially among priority populations, throughout the service region; and,

- Ensure active contractor, partner and provider support for the NYS Comprehensive Cancer Control Plan goals and activities; collaborate with other organizations on common goals regarding cancer prevention and detection. The NYS Cancer Control Plan can be accessed by visiting http://www.nyscancerconsortium.org/.

3. Public Education, Targeted Outreach and In-Reach

The lead organization will engage partners to implement evidence-based or evidence-informed strategies to promote the program, build public demand for cancer screening services, and identify eligible clients in priority populations, throughout the service region. In addition, the lead organization will ensure and coordinate implementation of client oriented screening interventions and strategies as outlined in the Centers for Disease Control and Prevention Guide to Community Preventive Services (http://www.thecommunityguide.org/index/html) and the National Cancer Institute's Cancer Control PLANET (http://cancercontrolplanet.cancer.gov/). The lead organization will also:

- Use data to identify and locate eligible priority populations throughout the service region to target and prioritize public education, outreach and in-reach efforts. It is expected that at least 75% of clients screened through the program will be ages 50 through 64.
- Ensure implementation of effective strategies for educating members of priority populations about the importance of early detection and screening for breast, cervical and colorectal cancer.
- Ensure the delivery of clear and consistent messages about breast, cervical and colorectal cancer screening to increase the public demand for cancer screening and promote the availability of the local screening program. Such messages should be written at appropriate reading levels for those with low health literacy skills, with guidance, review and approval from the Department and should include use of traditional and digital media, letters to the editor, etc.
- Collaborate with patient navigators, community health workers or other partners to provide one-on-one education to increase knowledge or influence attitudes and beliefs regarding the need for cancer screening.
- Ensure collaboration with community partners to offer and/or provide group education sessions to community groups and organizations to provide education regarding the need for screening, intention to be screened, risk/benefits of screening and appropriate screening intervals.
- Ensure strong relationships are built and developed with local media organizations.
- Coordinate partner participation in promotion and outreach activities (e.g., Main Streets Go Blue, cancer awareness month activities, other community events) as provided and directed by the Department.
- Coordinate education of local decision makers, community leaders and members of the public. Provide data, facts and, with appropriate permissions, client/personal stories for use by partners in these activities.

- Work with partners to enlist businesses and employers throughout the service region to promote cancer screening.
- Recruit community programs working with cancer survivors to encourage survivors to be screened.
- Ensure collaboration with existing chronic disease programs in the service region to conduct joint outreach and recruitment, and to promote clinical preventive services.
- Ensure implementation of cancer screening and/or mobile mammography (where available) events to increase access to cancer screening, diagnosis and treatment services.
- Ensure the implementation of in-reach strategies within and among participating health care systems and providers to identify individuals in need of screening for breast, cervical and/or colorectal cancer for potential enrollment in the program.
  Examples of in-reach strategies that may be used are as follows:
    - Establishing a system for querying health systems' electronic database to identify current patients in need of guideline-concordant breast, cervical and/or colorectal cancer screening.
    - Establishing a mechanism for contacting identified patients regarding needed cancer screenings, providing patient education about the importance of cancer screening and assisting them to obtain screening appointments.
    - Promoting the use of cancer screening reminder and recall systems via telephone, mail or electronic reminders to prompt eligible adults to participate in cancer screening.
    - Promoting the use of health communications strategies to promote cancer prevention and early detection to their eligible patient populations.
    - Promote office-based policies and practice-based system changes designed to support comprehensive cancer screening.
    - Provide assessment and feedback to health care providers to support comprehensive cancer screening to eligible patient populations using program data.
    - Promote implementation of patient navigation to:
        - Help patients understand recommended follow-up of abnormal screening results, treatment referrals and general preventive health behaviors.
        - Contact patients who are at risk for missing screening, follow-up or treatment appointments.
        - Facilitate access to obtaining insurance coverage or a sliding fee scale for medical appointments.
        - Communicate with providers about unique patient needs, such as language and/or cultural barriers, handicapped access, etc.
        - Ensure that appropriate information is available in patients' medical records during scheduled appointments.
        - Assist patients to understand and navigate the health care system.

4. Provision of Health Services: Screening, Diagnostic and Case Management Activities

The lead organization will develop a network of medical care providers throughout the service region to provide eligible men and women with comprehensive, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, and, when necessary, ensure access to treatment services. The lead organization will:

- Recruit and maintain a comprehensive provider network able to provide high-quality, evidence-based breast, cervical and colorectal cancer screening services to the eligible population throughout the service region.
- Ensure that written provider agreements are obtained from all network providers within two months of initiation of contract. As part of this process, secure assurance and commitment from clinical providers to accept the rates in the Maximum Allowable Reimbursement Schedule (Attachment 3) as payment in full for services rendered.
- On an ongoing basis, ensure that there are sufficient numbers and types of providers in the network to meet the needs of the eligible population for comprehensive and timely cancer screening and diagnostic services.
- Ensure network providers are licensed and appropriately qualified and credentialed, without restrictions related to providing cancer screening services, as directed by the Department.
- Establish and monitor systems for:
    - Conducting intake activities and program eligibility assessment for new clients for guideline-concordant breast, cervical and colorectal cancer screening. This may be accomplished through a centralized, decentralized, or combined centralized and decentralized intake model. In a centralized intake model, lead organization staff identify potential clients and act as the first point of contact, assess eligibility, conduct client intake, complete intake forms, schedule appointments and conduct other related administrative tasks. In a decentralized intake model, client identification, eligibility assessment, intake, form completion, scheduling and other administrative tasks take place at many different sites including the lead organization, individual providers, partner organizations, etc. Additional consideration will be given to applicants proposing a more centralized process where the majority of intake is done at a central location and not primarily dispersed among participating providers. Intake systems will include provisions for ensuring client information and signed consent forms, as required by the Department, are obtained prior to the provision of services. Eligibility assessment systems will include documentation that eligibility criteria have been reviewed for each client. It is expected that at least 75% of clients screened through the program will be ages 50 through 64.
    - Recalling existing clients for rescreening at appropriate intervals.

- Reporting the results of screening and diagnostic testing to the Department in a timely manner, as outlined in the Program Performance Measures (Attachment 7) and the Operations Manual.
- Referring clients in need of treatment for breast, cervical or colorectal cancer for enrollment in the Medicaid Cancer Treatment Program (MCTP). Referring men meeting program eligibility criteria and screened and/or diagnosed with prostate cancer by network providers for enrollment in the MCTP. It is expected that 100% of the MCTP eligible clients will be enrolled in the MCTP. *Note: The Department does not currently support routine population-based screening for prostate cancer and, therefore, does not reimburse for prostate cancer screening.*
- Ensure that men and women with abnormal screening results are assessed for their need for case management services and ensuring such services are provided to those in need. Case management involves working with partners and community resources to assist clients in overcoming barriers to timely diagnostic and treatment services. Case management may be accomplished through a centralized process (lead organization hiring dedicated case management staff), a decentralized process (lead organization working with staff of network providers) or a combination of both. Case management activities include:
    - Ensuring men and women in need of follow-up receive comprehensive, coordinated care in a timely manner, as indicated in the Program Performance Measures (Attachment 7), based on their individual needs.
    - Ensuring individual written care plans, including periodic reassessment and follow-up of the client's needs throughout the duration of care, are developed, implemented and evaluated for client satisfaction.
    - Developing relationships with community organizations that provide resources to address barriers individuals may encounter during diagnosis, evaluation and treatment.
    - Ensure that network providers are committed to treat men and women diagnosed with breast, cervical or colorectal cancer, or precancerous cervical lesions, who do not qualify through the MCTP, regardless of the client's ability to pay.
    - Ensure that only eligible clients receive program services. Clearly communicate program eligibility guidelines to all providers in the network.
    - Participate in all quality assurance, data collection and reporting requirements set by the Department. Cooperate fully with the Department quality assurance team to identify providers with potential quality concerns, explore reasons for unusual data patterns, and remediate providers' clinical and/or data reporting deficiencies in a timely manner.
    - Promptly communicate program changes (e.g., eligibility, guidance, practices and policies), professional development

opportunities and other issues related to program services and requirements to clinical providers, laboratories, imaging facilities and partners, as directed by the Department.
- Ensure that providers submit all required forms, data and records in a timely manner.
- Assure that qualified personnel are available to provide clinical oversight for the interpretation of reports and medical records, conduct risk assessment to determine client eligibility, and ensure adherence to guideline-concordant care.

5. Data Management

Data management is integral to the monitoring and evaluation of the program. The lead organization will oversee the collection of all data required by the Department. The lead organization will:

- Ensure that all the Department-required data and associated documentation (e.g., client demographics, screening and diagnostic services information, treatment information) for clients screened by participating providers and for whom reimbursement is requested, are collected in a timely manner, using Department forms and the on-line, secure data system*.
- Ensure the timely submission of all required client data via the Department on-line secure data system*, consistent with the Department 90 day reimbursement policy (as stated in the Operations Manual posted along with this RFA).
- Ensure that sufficient staff is trained to enter and manage clinical data on the data system. Participation in Department-sponsored data trainings are required for all new staff and required for experienced staff as necessary or as directed by the Department.
- Conduct training and follow-up with participating providers, as needed, to ensure the timely and appropriate submission of all required forms and data.
- Promptly obtain missing or corrected information from providers and forward the information to the Department.
  **Note: The Department maintains a secure on-line, real-time data entry system through a contract with Indus Consultancy Services, Inc. (referred to as the Indus system or Indus). Contractors enter screening, diagnostic, treatment and demographic information into this system for men and women who are provided screening services. This internet-based system facilitates timely provider reimbursement and patient tracking and follow-up, improves the quality of data collected, and helps reinforce program procedures. On-line data queries and reports are available for contractors' use to monitor performance.*

6. Fiscal Management

The lead organization will be responsible for all fiscal management activities. The lead organization will:

- Within the funding amounts set by the Department, establish fiscal and operational systems to ensure that clinical and laboratory services are provided throughout the full program year. This may be done by establishing monthly client volumes for provision of services by participating network providers.
- Submit the required Department budget monitoring tool on a monthly basis (tool to be provided to successful applicants upon contract award).
- Monitor the infrastructure budget to ensure that funds are expended in an appropriate manner. Prepare and submit budget modifications if necessary and in accordance with Department practices.
- On a monthly basis, prepare the budget report of expenditures and submit vouchers to the Department to ensure prompt reimbursement. Provide back-up documentation for voucher expenditures at the request of the Department or HRI. Such documentation may include copies of all receipts, invoices, bills, payroll records, etc. to substantiate all personnel and other than personnel charges.
- Respond to inquiries from participating providers to reconcile payment for services rendered.
- For underinsured clients, ensure that all providers are aware of and conform to client eligibility, data submission, and billing guidelines, in accordance with the CSP Operations Manual.
- On a monthly basis, prepare and submit clinical service vouchers to the Department and HRI to ensure prompt reimbursement of health care providers and clinical laboratories for clinical services rendered, per the MARS (Attachment 3).
- Ensure that systems are in place to receive reimbursement for clinical and laboratory services from the Department/HRI and send checks with appropriate documentation of the eligible services rendered to credentialed providers and clinical laboratories within 14 to 21 business days after receiving payment from the Department and/or HRI.

C. Required Staff and Key Functions

Successful applicants will propose a staffing plan and infrastructure that fully addresses the lead organization's ability to implement all required activities as defined in the Scope of Work, above. The staffing plan should also address staff recruitment, training and retention practices. Lead organization staff and subcontractors should have the appropriate education and professional credentials and competencies to effectively carry out the required activities. At the lead organization, staff should be at a level to affect decision-making related to the contract. Salaries should be commensurate with the level of education and experience required of the positions. *Note: If a vacancy occurs (resignation, maternity leave, medical leave, etc.), it is the responsibility of the lead organization to cover extended absences and to ensure contract work is completed.* Staff fulfilling the roles of the Program Coordinator and other key functions should have the ability to serve and travel to all areas of the service region.

The staffing plan is expected to include the following required Program Coordinator position, as well as positions that fulfill the functions below. One appropriately qualified

staff person may be responsible for multiple functions; but all functions should be addressed.

1. **Required Staff**

    a) Program Coordinator

    The lead organization will employ a professional position, recommended at a minimum .50 FTE, for a Program Coordinator; exceptions to the recommended minimum FTE will be considered with appropriate justification.

    This position must be employed by the lead organization (applicant organization/contract holder) and cannot be a subcontracted position. This individual should have a function within the lead organization that reflects professional and leadership status. The Program Coordinator will serve as the primary point of contact with the Department and is expected to attend all trainings and meetings convened by the Department. This individual will also serve as the primary point of contact for all subcontractors, partners, and providers for all contract activities and communications. In addition, the Program Coordinator will ensure that all required activities, as listed in the Scope of Work, are implemented and will have primary responsibility for all activities listed in the Program Management and Leadership, and Partnering, Coordination and Collaboration sections. The Program Coordinator should demonstrate the ability to motivate and inspire others, convey knowledge and enthusiasm for the program to partners, communicate effectively within the community and with regional and state partners, and plan and implement effective activities to promote and provide breast, cervical and colorectal cancer screening.

2. **Key Functions**

    a) Public Education and Targeted Outreach and In-reach – Staff in this capacity serve as the liaison between community members, hard-to-reach members of the priority populations and participating providers. These individuals work to increase the numbers of men and women who seek breast, cervical and colorectal cancer screening by developing and implementing evidence-based and evidence-informed public education and targeted outreach and in-reach programs. Staff should have the ability to communicate clearly and effectively, both orally and in writing, with members of the public and professional audiences about complicated health issues. These individuals should have sufficient knowledge about and experience with the community they serve to identify local resources that address barriers to screening; establish relationships with agencies and organizations to reach priority populations; coordinate culturally appropriate and culturally sensitive events; and conduct other activities needed to reach the eligible and priority populations.

b) Case Management – Case management staff implements protocols and processes to ensure that clients with abnormal screening results receive timely follow-up, as outlined in the Program Performance Measures (Attachment 7), for needed diagnostic services. These individuals work with clients, partners, health care providers and other community resources to assist men and women to overcome identified barriers to care. They help clients obtain and keep scheduled diagnostic appointments, access diagnostic evaluation and, if needed, obtain treatment. They may also provide clinical oversight for the interpretation of reports/medical records, conduct risk assessment for eligibility and clinical appropriateness, and ensure adherence to Department policies and guideline concordant cancer screening. Case management may be conducted by the lead organization, by network providers or a combination of both.

c) Intake/Eligibility – Staff responsible for intake and eligibility are the first point of contact for potential clients. These individuals determine client eligibility for breast, cervical and colorectal cancer screening and/or diagnostic services. They work with network providers to make appropriate cancer screening appointments for eligible clients and complete required Department intake/eligibility forms and may provide initial data management. In addition, Intake/Eligibility staff communicates client information to case management staff to ensure timely follow-up of screening results. They may also contact clients referred by Public Education and Outreach staff, partners and the statewide hotline to determine eligibility for the program. The Intake/Eligibility function may be accomplished through a centralized process (lead organization hiring dedicated staff) or a decentralized process (lead organization working with staff of network providers) or a combination of both processes. Applicants proposing a more centralized intake/eligibility process, where the majority of intake is done at a central location and not primarily dispersed among participating providers, will receive additional consideration.

d) Data Management – Data management staff will collect, maintain, and submit data deliverables required by the Department. These individuals use an on-line, secure database, provided by the NYSDOH, to enter all required client and service-related data. They ensure the security and confidentiality of collected data; establish systems to ensure the timely receipt of client and service data from network providers; review and assess the completeness, accuracy and timeliness of data received; and communicates with network providers to obtain inadequate or missing data. Data management staff will also serve as the point of contact for all data-related communication between the Department and the lead organization.

e) Fiscal Management – Fiscal management staff routinely monitor infrastructure and clinical and laboratory services budgets to ensure funds are expended as per contract guidelines and that expenditures do not exceed allocated amounts and conduct oversight of subcontractors. These individuals are responsible for ensuring there are sufficient infrastructure and clinical and laboratory services

funds to support the program throughout the entire contract period. Fiscal management staff also prepare and submit vouchers on a monthly basis, ensure that submitted vouchers reflect actual and appropriate costs, and are accompanied by necessary and sufficient back-up documentation to substantiate the costs. These individuals prepare and submit budget modifications as necessary, maintain accounts receivable, prepare the budget statement report of expenditures, and assist the Program Coordinator in monitoring clinical service expenditures through use of the budget monitoring tool provided by the Department. Fiscal management staff also responds to inquiries from providers to reconcile payments for services rendered and communicates with providers to ensure they are aware of services that are eligible for reimbursement. Fiscal management staff is responsible for ensuring that providers are reimbursed for services rendered in a timely manner and for processing provider payments.

IV. Completing the Application

A. Application Content

The application narrative should cover the entire grant period (July 1, 2014 through March 31, 2018), while the work plan and budget should detail activities only for the first contract period, anticipated to be the nine-month period from July 1, 2014 through March 31, 2015.

The proposal should contain all components listed below, in the order presented below. An application checklist has been provided in Attachment 9. Note that this checklist is a tool for application planners and is not required to be submitted with the application.

(1) Cover Page
Maximum 1 page
Not scored

Applicant should complete the Application Cover Page provided in Attachment 10.

Note: The template for the Application Cover Page is posted along with this RFA and should be printed and included as the first page of the hard copy application.

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

a) Identify the proposed service region. Clearly describe how and where required activities will be implemented to promote cancer screening among the general population and to provide screening services to eligible populations, with an emphasis on priority populations.

b) Provide the estimated number of people to be provided with comprehensive cancer screening in the first, nine-month contract period using the information provided in Attachment 2.

c) Describe the public education, targeted outreach and in-reach activities that you will conduct to promote cancer screening on a population-level and to offer and provide cancer screening and diagnostic services to eligible populations, with an emphasis on priority populations. Include a description of how barriers to receipt of such services among the priority populations will be addressed.

d) Describe the network of health care providers and clinical laboratories that have agreed to participate in the local program and plans to engage others to ensure provision of comprehensive screening and diagnostic services to eligible, priority populations throughout the service region.

e) Describe the roles partners, subcontractors and other agencies will play to implement the required activities throughout the service region.

f) Describe the lead organization's plan for ensuring a cohesive, coordinated program across the entire service region.

g) Describe how you will monitor and implement systems to ensure use of annual, allocated clinical services funds to: a) provide clinical/lab services throughout the service region, b) provide clinical/lab services throughout the entire contract year, and c) meet Program Performance Measures as identified in Attachment 7 (e.g., at least 75% of clients are ages 50 to 64, at least 20% of clients are male, etc.).

(3) Service region/population to be served
Maximum 3 pages
Maximum score: 8 points

a) Identify the service region using the information in Section II, Who May Apply, A. Service Regions.

b) Identify and describe the general population of the service region eligible for screening, diagnostic and case management services. Describe the priority populations to be reached through public education, outreach and in-reach activities, partnering, and coordination and collaboration with key strategic partners. Indicate the demographics of the priority populations and where they reside. Describe barriers that exist to the provision of services to eligible populations, with an emphasis on priority populations (individuals who are medically unserved or underserved, and those who experience barriers to services due to age, race, ethnicity, disability, sexual orientation, gender identity, socio-economic status, cultural isolation and/or geographic location).

Describe the strategies that will be used to overcome these barriers and how the provision of all services to eligible populations throughout the entire service region will be ensured. Describe how partners will assist with overcoming identified barriers.

c) Describe the provider and clinical laboratory demographics of the proposed service region, including the number of individual breast, cervical and colorectal cancer screening, and diagnostic and treatment providers in the area. Specifically identify the number of each type of provider agreeing to participate in the program. For example, an applicant may indicate that there are 35 primary care physicians providing breast, cervical and colorectal cancer screening in the proposed service region and, of these, 21 will participate in the program.

[Information may be obtained from the County Strategies and Partners Matrix (web address below) for Access to Quality Health Care which was compiled from the 2010-2013 community health assessments submitted in 2009 by 36 local health departments. It describes how local health departments collaborate with hospitals and community organizations to plan and address this priority to improve population health outcomes (http://www.health.ny.gov/prevention/prevention_agenda/strategies/).
Additional information regarding provider networks is available through the health plans that serve your area: (http://www.nyhpa.org/).
In addition, information may be available through the Health Resources Services Administration (HRSA) web site: (http://datawarehouse.hrsa.gov/). HRSA develops shortage designation criteria and uses them to decide whether or not a geographic area, population group or facility is a Health Professional Shortage Area or a Medically Underserved Area or Population.]

d) Describe the geographic distribution of providers agreeing to participate in the program and plans to engage others throughout the grant period. Demonstrate how this distribution will ensure the availability of all services throughout the region. Describe how Federally Qualified Health Centers, health networks, and safety net organizations will be engaged.

e) Identify agencies, organizations and programs currently conducting cancer prevention and control and clinical preventive services in the service region. Describe how these agencies will be engaged to plan and implement policy, systems and environmental strategies to increase cancer screening among the general population.

(4) Applicant organization
Maximum 4 pages
Maximum score: 10 points

a) Describe the applicant organization, its mission, and how the local screening program will be supported by, incorporated into and further the goals of the organization. Describe the services the applicant organization provides and the location of these services. Highlight services provided to the eligible, priority populations by the applicant organization. Describe how the organization is uniquely qualified to implement the full scope of work described in this RFA throughout the entire service region and, in particular, how it is fully capable of ensuring attainment of program performance measures, provision and/or coordination of all required activities and addressing the service needs of eligible, priority populations. Include a current list of the organization's board of directors with names, affiliation and contact information, if applicable. Describe the applicant organization's capacity and plan to fully implement the required activities, as described in the scope of work, beginning July 1, 2014. Provide a complete, signed Comprehensive Healthy Foods Policy Status and Intent Attestation (Attachment 5), as an attachment to the application.

b) Describe the applicant organization's experience in and ability to engage health care providers, across the entire service region, to provide comprehensive cancer screening and diagnostic services to eligible, priority populations. Identify and describe the health system or systems to be engaged in the program. Fully describe the relationship between the health system(s) and the applicant organization.

c) Describe how this contract will fit into the applicant organization's management structure. Include (in an attachment) an organizational chart of the applicant organization showing the location of the proposed project within the organization. Describe the lines of authority and the rationale for placing the local screening program where proposed. Demonstrate and explain how the Project Coordinator will have the decision making authority for the leadership, financial and administrative support for the program.

d) Describe the applicant organization's program management and leadership experience. Describe the organization's ability and capacity to implement, manage and oversee the full scope of work across the entire service region.

e) Describe the organization's capacity and ability to hire, train and retain staff. Indicate how a majority of the work (infrastructure - in dollar value) will be retained by the applicant organization. Indicate how subcontractors for required activities will be selected, organization experience with subcontractors, and how the organization will manage the work of the subcontractors; i.e., specific deliverables of subcontractors and how the organization will ensure programmatic accountability (if applicable). Describe

the applicant organization's experience using and monitoring government grant funds.

f) Describe the applicant organization's ability and experience processing payments, purchasing needed program resources, and initiating and amending contracts in a timely manner. Describe the organization's capacity to reimburse health care providers and clinical laboratories for services rendered.

g) Describe the applicant organization's experience promoting evidence-based cancer screening, other clinical preventive services or chronic disease prevention activities. Describe the organization's experience conducting public education, outreach and in-reach to the eligible priority populations. Describe the applicant organization's experience, ability and resources to educate the public, decision makers, health systems and others about cancer screening and/or chronic disease prevention and control, including relationships with key community decision-makers, media, etc.

h) Describe the applicant organization's experience communicating, accessing and working with individuals who experience barriers to service due to race, age, disability, sexual orientation, gender identity, socio-economic status and/or geographic location. Describe the applicant organization's experience assisting individuals to overcome such barriers.

i) Describe the applicant organization's ability to support high quality breast, cervical and colorectal cancer screening promotion and provision activities through policy approaches, health systems and environmental change strategies, and outreach activities, with the goal of improving the delivery and use of clinical and other preventive services throughout the entire service region.

(5) Technical proposal

Maximum 10 pages
Maximum score: 45 points

a) Program Leadership and Management

i. Describe how the applicant organization will coordinate and administer the program to ensure that all required activities are implemented and that contractual obligations are met in a timely manner, including submission of accurate, complete work plans, budgets, reports, contact information, performance management information, data management and fiscal management.

ii. Describe how the applicant organization will implement all transition and start-up activities prior to initiation of cancer screening services, per the Contractor Start-up Checklist (Attachment 8); describe how the required transition and start-up activities will be implemented, who will implement them and the timeframe for completion of all activities. The Contractor

Start-up Checklist (Attachment 8) does not need to be submitted with the application. Successful contractors will be expected to complete it as part of post-award process. If applicant is a current contractor, please indicate whether or not and why implementation of the contractor start-up checklist may not apply and/or be necessary.

iii. Describe the organizational and staffing plan to ensure that all program management and leadership activities are implemented; describe how the required activities will be implemented and who will implement them. Include a description of how the day-to-day operations will be implemented and how work plans and operations will be adjusted based on routine monitoring of program performance and budget expenditures (with appropriate NYSDOH approvals). Include a description of staff as well as any plans to subcontract for the functions listed in Section III of this RFA (Project Narrative/Work Plan, Scope of Work). Provide an organizational chart for the local screening program, identifying key staff, their location and reporting lines. Attach resumes for the Program Coordinator and other key staff identified to fulfill the functions described in the RFA, including those of match/in-kind staff. If staff is not currently identified, a job description or posting should be attached. Include a description of strategies for recruitment and retention of staff.

iv. Describe the plans to regularly communicate with partners and providers about program services and operations. Describe systems to be used to communicate program requirements, changes, services and operations, as well as to provide feedback to providers and partners. Describe ongoing communications with providers and partners to maintain relationships and continued program participation.

v. Describe systems to connect eligible New York State individuals to the "NY State of Health" through promotion and education of CSP clients, providers, businesses and other community members about the "NY State of Health".

vi. Describe the educational and promotional activities to be implemented to increase public support for the local screening program. Describe the role of the lead organization and partners in these activities.

b) Partnering, Coordination and Collaboration

i. Describe the collaborative relationships that currently exist or will be developed with health, human service, education and other community organizations to promote cancer screening at the population level and provide services to the eligible priority populations. Identify current or anticipated partners, their service regions and eligible priority populations they serve. Describe how these partners will be engaged and the roles they will play in implementing all required activities, including needs assessment, public education, outreach and in-reach, to build demand for and provide screening services for eligible priority populations throughout the service region. Describe processes for identifying and involving new

partners. Describe how these relationships will be maintained over the full grant period.

ii. Describe the processes for ensuring that referral relationships are developed between providers and partners for clients needing services not provided through the local screening program.

iii. Describe how the lead organization, working with the Department, will engage partners and other community organizations to increase awareness of policies, systems and environmental change strategies supporting cancer screening promotion and provision. Describe how the lead organization and partners will facilitate planning processes to identify potential strategies for local implementation.

iv. Describe how the lead organization will ensure active partner and provider support for the NYS Comprehensive Cancer Control Plan goals and activities. Describe how common prevention and detection goals will be identified and potential collaborative efforts to work toward those goals.

c) Public Education, Targeted Outreach and In-reach

i. Describe available data and how it will be used to identify and locate eligible priority populations throughout the service region. Describe how these data will be used to target and prioritize public education, outreach and in-reach efforts. Describe how planned targeted outreach and in-reach activities address the program performance measures (Attachment 7) and how they will be monitored and adjusted throughout the grant period, as needed. Include descriptions of the staffing and other plans to fully address this function and ensure appropriate implementation of the proposed activities.

ii. Describe the public education activities that will be conducted to promote breast, cervical and colorectal cancer screening in the general population.

iii. Describe the targeted outreach activities that will be implemented to reach and promote breast, cervical and colorectal cancer screening among members of the eligible, priority populations. Provide the rationale for selection of these activities (e.g., Community Guide recommended activity). Describe the role of partners in these activities.

iv. Describe the in-reach strategies to be used to identify individuals in need of cancer screening. Fully describe the systems to be used to identify individuals, processes for contacting and/or recalling patients due for screening and health communication strategies to encourage screening.

v. Describe the activities to increase demand for cancer screening and strategies to promote and sustain the local screening program. Describe the strategies to be used, relationships with local media organizations, types of media to be used, and promotion and outreach activities. Describe how and what types of partners will be engaged to implement these activities and strategies. Describe how you will ensure that the promotional activities and materials provided are clear and consistent, are written at appropriate reading levels for those with low health literacy

skills and are culturally and linguistically competent as well as age, gender, and developmentally appropriate.

vi. Describe collaboration efforts with community partners to educate the general public regarding the need for screening, its risks and benefits and appropriate screening intervals. Describe how local resources (patient navigators, community health workers, community organizations, health systems and others) will be utilized to increase knowledge or influence attitudes and beliefs regarding cancer screening.

vii. Describe how local chronic disease programs, cancer survivor organizations, cancer service organizations, and other health and community organizations will participate in promotion of clinical preventive services, including cancer screening.

d) Provision of Health Services

i. Describe the cohesive network of medical care providers and clinical laboratories currently in place or to be developed to provide eligible individuals throughout the entire service region with needed cancer screening, diagnostic and, when needed, treatment services. Describe how providers will be recruited and how their participation in the local screening program will be maintained. Describe plans for ensuring sufficient numbers and types of providers, throughout the entire service region, to meet the needs of the eligible population.

ii. Describe how screening and diagnostic services will be implemented. The description should include, but not be limited to descriptions of how the following will be coordinated throughout the entire service region and with all providers as well as the staffing plans to implement the services:

- how client enrollment, eligibility assessment and intake will be conducted (describe the type/s of intake – centralized, de-centralized, or both);
- how all appropriate cancer screening services for which an individual is eligible will be assessed and provided. For example, women aged 50 years and older who meet the program eligibility criteria will be provided comprehensive, guideline-concordant breast, cervical and colorectal cancer screenings;
- how clinical oversight activities will be conducted including, but not limited to: interpretation of reports, risk assessment to determine program eligibility and adherence to guideline concordant care;
- which multi-slide take-home fecal test will be offered and how/why it was selected. The Department would prefer that applicants elect to exclusively use one of the available fecal tests (FOBT or FIT), however the Department does allow for use of both tests by different providers within a single local screening program, based on preference and/or agreements with labs for developing tests;

- how patients will be recalled for rescreening at recommended intervals; and
- procedures for referring patients for treatment and support services, including enrollment in the MCTP.

iii. Describe plans for implementing case management to ensure that all individuals receiving abnormal screening results are able to overcome their personal barriers to keep scheduled diagnostic appointments, obtain diagnostic evaluation and, if necessary, obtain treatment. Describe a case management staffing pattern adequate to address the needs of the service region, including responsible key staff, their affiliation (employee, subcontractor, match/in-kind), resumes and/or job descriptions for these individuals demonstrating the appropriate credentials and competencies required to implement and oversee case management activities, and procedures for recruitment and retention of key staff. Describe plans for timely receipt of screening results from all participating providers; plans to address client barriers and ensure follow-up diagnostic appointments are made according to program performance measures (Attachment 7). Case Management is described in detail in the CSP Operations Manual posted along with this RFA.

iv. Describe how the organization will ensure:
- compliance with quality assurance activities, working with providers to assure quality of clinical care services provided and implement and adhere to needed quality improvements, where identified;
- network providers are licensed and appropriately qualified and credentialed; and,
- agreements from clinical providers to accept the Maximum Allowable Reimbursement Schedule as payment in full are secured; and,
- providers will treat program clients diagnosed with breast, cervical or colorectal cancer, or precancerous lesions, who do not qualify for the MCTP, regardless of ability to pay.

e) Data Management

i. Describe how data management will be implemented. Describe the flow of client data from intake through final disposition. Indicate procedures to be used to ensure the timely and accurate collection of all required data. Describe procedures for ensuring all data are submitted in a timely manner, consistent with the Department 90-day reimbursement policy (as described in the CSP Operations Manual). Describe how missing or corrected information will be obtained, processed and forwarded to the Department in a timely manner.

ii. Describe the staff who will conduct data management activities, how they will communicate with participating providers and other staff to ensure receipt of timely and accurate data.

f) Fiscal Management

i. Describe the fiscal management system to be used. Describe how infrastructure and clinical services expenditures will be monitored to ensure that funds are expended throughout the contract period and are used to maximize the provision of screening to eligible priority populations. Indicate the safeguards in place to ensure contract funds are only used for allowable activities related to the local screening program. Describe the process including the staff roles and responsibilities to respond to inquiries from participating providers to reconcile payment for services rendered.

ii. Describe the system to receive reimbursement from NYSDOH and HRI to pay providers for eligible services rendered.

(6) Work Plan

Maximum 15 pages
Maximum score: 6 points

Complete the Work Plan Template (Attachment 11) posted along with this RFA as a Word document, using the instructions provided in (Attachment 12).

a) The work plan should describe the activities to be implemented in the first nine-month contract period of the grant (July 1, 2014 through March 31, 2015) to meet the stated objectives and program performance measures and encompass the activity requirements described in Section III, B (Work Plan/Narrative, Scope of Work). Required objectives have been identified for applicants in the Work Plan Template Instructions (Attachment 12) and are included in the Work Plan Template (Attachment 11). The objectives are focused on the required contractor deliverables.

b) The focus of the proposed program should be on meeting and exceeding the stated program performance measures (Attachment 7) to ensure that activities focus on the provision of quality services to the eligible priority populations. The work plan should clearly and comprehensively describe appropriate and reasonable tasks to meet each objective.

c) Required performance measures have been identified for applicants in the Work Plan Template Instructions (Attachment 12). Applicants may provide additional performance measures, but should, at a minimum, use the ones provided, inserting them into the Work Plan Template (Attachment 11).

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

(7) Letters of Collaboration

Maximum 10 pages
Maximum score: 6 points

a) Include letters demonstrating collaboration with clinical providers, community partners, health care systems and organizations representing eligible priority populations to ensure the ability to identify and engage these populations in cancer screening.
b) Include letters demonstrating collaboration with clinical providers and health care systems to ensure the ability to provide comprehensive cancer screening and diagnostic services across and throughout the entire service region.
c) Letters should be representative of the network of health care providers and demonstrate an ability to engage Federally Qualified Health Centers, health networks, safety net organizations and others as principal partners and providers.
d) Letters should demonstrate the level of commitment, anticipated activities and match/in-kind contributions of each organization and individual and should not merely discuss "support" of the program.
e) Letters should be original rather than form letters and should be dated no earlier than three (3) months prior to the date the application was released, as listed on the cover of this RFA.

(8) Infrastructure Budget and Justification

Maximum pages – N/A – Use Budget and Budget Justification Template (Attachment 13) provided as an Excel spreadsheet, posted along with the RFA.
Maximum score: 25 points

Please carefully read and follow the instructions provided in Attachment 14, Budget Template Guidance Document, to prepare the budget proposal. A sample budget is provided in Attachment 15. As per Attachment 14, the budget should conform to the following:

a) Include a comprehensive, appropriate and adequate justification, in narrative form, for each item requested in the budget, as it relates to the scope of work.

b) Ensure staffing costs are appropriate to the scope of work and are reasonable and consistent with such costs for similar staffing services and with the estimated number of people to receive comprehensive screening and diagnostic services for the designated service region (as indicated on Attachment 2). The justification should delineate how the percentage of time devoted to this project has been determined for all existing staff.

c) Other Than Personnel Services (OTPS) costs are appropriate to the scope of work, reasonable, include all required costs (e.g., travel) and otherwise conform to OTPS instructions. There is appropriate, significant justification

for proposed OTPS categories or expenses NOT included in the budget template.

d) At least 50% of the amount of funds requested for the infrastructure are maintained by the applicant. (No more than 50% of the requested funds will go to subcontractors.)

Proposed matching/in-kind funds reflect contributions for a variety of agencies and organizations. A match/in-kind equal to 25% of the amount of the infrastructure request is demonstrated. Matching/in-kind funds may be partner contributions and/or overhead costs.

B. Application Format

All applications should conform to the format prescribed below. Points will be deducted from applications that deviate from the prescribed format. Applicants shall submit one (1) original, fully signed application and three (3) additional copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications ***WILL NOT*** be accepted via fax or email.

Applications should:

- not exceed 42 double spaced pages (not including cover page, summary, budget pages and attachments),
- be numbered consecutively (including attachments),
- be typed using a Times New Roman, 12-point font,
- have one-inch margins on all sides and
- have applicant identification inserted in the header (or marked field on supplied forms) on all pages to state applicant name and RFA#1401130108.

Failure to follow these guidelines will result in a deduction of up to 5 points. Pages beyond the page limits noted below for each section will be removed from the review and, as a result, points may be deducted for missing/unresponsive information in those sections.

Document templates for the work plan, budget and budget justification are provided as Attachments 11 and 13. Applicants should complete the work plan (using the instructions provided in Attachment 12), budget and budget justification documents as part of the hard copy application. Applicants are also encouraged to submit electronic copies of the completed work plan, budget and budget justification, saved to a mass storage device such as a CD or flash drive. If not submitted with the application, successful applicants may be requested to submit the electronic files upon notice of grant award.

Applicants should be complete and specific when responding and should address each section in the order and format in which they are presented above in Section

IV, A, Application Content. Applicants should clearly indicate if a particular section is not relevant to the organization or application. Applicants may use the Application Checklist (Attachment 9) to develop their application package; it is *not* necessary to submit that checklist with the application.

The value assigned to each section (below) is an indication of the relative weight that will be given when scoring your application.

Cover Page	1 Page	Maximum Score: N/A – Not Scored
Summary of the Application	2 Pages or Less	Maximum Score: N/A – Not Scored
Service Region/Population to be Served	3 Pages or Less	Maximum Score: 8 points
Applicant Organization	4 Pages or Less	Maximum Score:10 points
Technical Proposal	10 Pages or Less	Maximum Score:45 points
Work Plan*	15 Pages or Less	Maximum Score:6 Points
Letters of Collaboration	10 Pages or Less	Maximum Score:6 Points
Infrastructure Budget and Justification*	N/A	Maximum Score:25 Points

* Work Plan and Budget and Justification should use templates provided as Attachments 11 and 13.

C. Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the Department/HRI using an objective rating system reflective of the required items specified for each application content section. Applications failing to meet the minimum eligibility requirements (Section II.B.) will not be reviewed. All applications are able to receive a total score of up to 100 points, with values assigned to each section as noted above. Applications failing to provide all response requirements or failing to follow the prescribed format may have points deducted from their application reviews. Pages beyond the page limits noted above for each section will be removed from the review and, as a result, points may be deducted for missing/unresponsive information in those sections.

Applications must be scored at 50 points or above to be approved.

Applications will be deemed to fall in one of three categories:

- Not approved;
- Approved and not funded (receives a score greater than 50, but is not the highest scoring application for the proposed service region); or,
- Approved and funded with modifications (if applicable).

The application with the highest score in each service region will receive the award for that region. In the event of a tie score in any given service region, the applicant with the highest combined scores for the Technical Proposal and Work Plan sections will receive the award.

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

- Clarity of the application.
- Responsiveness to the RFA.
- Applicant organization and technical proposal.
- Applicant organization's past performance in the delivery of preventive services to the service region and priority population.
- Demonstration of ability to provide services to priority populations throughout the entire service region.
- Appropriateness and comprehensiveness of the work plan.
- Justification for costs included in the budget.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above. Reductions in appropriations may result in reduced awards.

Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at http://www.osc.state.ny.us/agencies/guide/MyWebHelp.

V. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health and Health Research, Inc., Division of Chronic Disease Prevention, Bureau of Chronic Disease Control, Cancer Services Program. The Department and HRI are responsible for the requirements specified herein and for the evaluation of all applicants.

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Amy Yost
canserv@health.state.ny.us
Bureau of Chronic Disease Control
NYS Department of Health
150 Broadway, Room 350
Menands, NY 12204

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

Questions of a technical nature can be addressed in writing via email to: canserv@health.state.ny.us, or via telephone by calling Amy Yost at (518) 474-1222. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.** Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on the Department's public website at: http://www.health.ny.gov/funding/, the NYS Grants Gateway website at: https://www.grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx, and HRI's public website at: http://www.healthresearch.org/funding-opportunities. Questions and answers, as well as updates and or modifications, will also be posted on these websites. All such updates will be posted by the date identified on the cover sheet of this RFA.

C. Letter of Interest

Prospective applicants are strongly encouraged to submit a letter of interest (see sample, Attachment 16). Prospective applicants may also use the letter of interest to receive notification when updates/modifications are posted (including responses to written questions). In addition, the Department will proactively research Vendor Prequalification status (see Section M) and assist applicants with the Vendor Prequalification process.

Letters of interest should identify the organization that is applying and identify the service region in which services and all other required activities will be implemented. (Please see Attachment 16 for a Sample Letter of Interest).

Submission of a letter of interest is not a requirement or obligation upon the applicant to submit an application in response to this RFA. Applications may be submitted without first having submitted a letter of interest. It is, however, strongly recommended that a letter of interest be submitted. Letters of interest will be accepted via email to canserv@health.state.ny.us or via fax at (518) 473-0642. The RFA number should be noted in the subject line. Letters of interest should be submitted by the date posted on the cover of the RFA.

D. Applicant Conference

An Applicant Conference will **not** be held for this project.

E. How to File an Application

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

Amy Yost
Bureau of Chronic Disease Control
NYS Department of Health
150 Broadway, Room 350
Menands, NY 12204

Applicants shall submit one (1) original, fully signed application and three (3) additional copies. With the hard copy application, applicants are also encouraged to submit electronic copies of the completed work plan, budget and budget justification, saved to a mass storage device such as a CD or flash drive. (If not submitted with the application, successful applicants may be requested to submit the electronic files upon notice of grant award.) Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications *WILL NOT* be accepted via fax or email.**

F. Department of Health and HRI's Reserved Rights

THE DEPARTMENT OF HEALTH AND HRI RESERVE 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 and HRI's sole discretion.

3. Make an award under the RFA in whole or in part.

4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.

5. Seek clarifications and revisions of applications.

6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.

7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.

8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.

9. Change any of the scheduled dates.

10. Waive any requirements that are not material.

11. Award more than one contract resulting from this RFA.

12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.

13. Utilize any and all ideas submitted with the applications received.

14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.

15. Waive or modify minor irregularities in applications received after prior notification to the applicant.

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.

17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.

18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.

19. Award grants based on geographic or regional considerations to serve the best interests of the state.

G. Term of Contract

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

It is expected that contracts resulting from this RFA will be established with both the Department and HRI. Awards will be made to support both infrastructure and reimbursement

for clinical and laboratory services provided to eligible men and women through three separate contracts, as follows: one NYS contract to support infrastructure (personal and non personal service), a second NYS contract to support reimbursement for clinical and laboratory services, and a third contract with HRI for reimbursement of clinical and laboratory services relating to breast and cervical cancer screening using federal monies from a Centers for Disease Control and Prevention (CDC) grant.

It is expected that NYS contracts to support infrastructure resulting from this RFA will be effective from July 1, 2014 through March 31, 2015, with budgets and work plans renewed each April for the next three 12-month contract periods, through March 31, 2018, contingent on available funds, acceptable performance, ability to offer clinical and laboratory services and expend clinical and laboratory services funds and compliance with all contract requirements. Infrastructure contract values for the three, 12-month periods beginning April 1, 2015 may vary from the first nine-month contract values to ensure sufficient funding to support all required activities. Continued funding throughout the three-year, nine-month period is contingent upon availability of funding and state and federal budget appropriations. The Department and HRI reserve the right to revise the award amount as necessary due to changes in the availability of funding.

The contract may be ended earlier than three years, nine months, dependent upon federal guidance and implementation of the Patient Protection and Affordable Care Act; it is anticipated that incremental changes will be made to the required activities over the course of the grant period to gradually reduce the emphasis on provision of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase, with training and technical assistance provided by the Department, in the implementation of evidence-based policy, systems and environmental change strategies to promote cancer screening among all populations across the State.

Applicants should not include the clinical and laboratory services amount in their budget proposals. Clinical and laboratory services reimbursement is provided through a combination of state and federal funding. Therefore, this requires establishment of two separate contracts for this reimbursement as stated above. It is the intent of the Department to establish a State clinical and laboratory services contract for the full three-year, nine-month grant period, expected to be in place July 1, 2014 through March 31, 2018. Clinical and laboratory services will be reimbursed on a fixed-price, fee-for service basis. The contract with HRI will allow for reimbursement of clinical and laboratory services relating to breast and cervical cancer screening using federal monies from a CDC grant. All funding for the HRI contract is supported by a Cooperative Agreement with the CDC.

H. Payment and Reporting Requirements of Grant Awardees

1. The infrastructure contract will be cost reimbursable for personal and non-personal service (NPS) items included in categorical budgets. The Department may, at its discretion, make an advance payment to eligible not-for-profit infrastructure grant contractors in an amount not to exceed 25 percent of the total contract value for the period the advance is for. No advance payment will be made for clinical and laboratory services. A request for a contract advance payment for year one may be

submitted for infrastructure contracts upon execution of the contract. For years two through four, contracts that are eligible for a Written Directive advance will be provided with instructions on how to request one. The Department reserves the right to reject any advance request.

2. The contractor will be required to submit **monthly** vouchers and required reports of expenditures on all contracts to the State's designated payment office.

   Contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Contractors will be responsive to requests for documentation to substantiate monthly billing vouchers.

   For Department Contracts:

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

   Contractors must provide complete and accurate billing invoices to the Department's designated payment office in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the Office of the State Comptroller (OSC). Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: http://www.osc.state.ny.us/epay/index.htm, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

   Payment of such claims for reimbursement by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be*:*

   The contractor will be reimbursed for actual expenses incurred as allowed in the contract budget and work plan. In addition, the providers will be reimbursed for clinical and laboratory services provided to eligible men and women per the Maximum Allowable Reimbursement Schedule (Attachment 3).

For HRI Contracts:

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

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

    a. Semi-Annual Progress Reports:

For the period April 1 – September 30	Due: October 31
For the period October 1 – March 31	Due: April 30

    b. Annual Renewal Work Plans and Budgets:

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

Additional reports may be requested, as needed, including but not limited to monthly budget monitoring and Program Performance Measures reports and/or summaries.

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master Grant Contract.

I. Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH

establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the New York State Department of Health hereby establishes a goal of 20% on any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing greater than $25,000 under a contract awarded from this solicitation. The goal on the eligible portion of this contract will be 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com. The directory is found in the upper right hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory" Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting an application, a grantee agrees to complete an MWBE Utilization plan as directed in Attachment 19 of this RFA. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Grantee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Grantee as being non-responsive under the following circumstances:

a) If a Grantee fails to submit a MWBE Utilization Plan;
b) If a Grantee fails to submit a written remedy to a notice of deficiency;
c) If a Grantee fails to submit a request for waiver (if applicable); or
d) If DOH determines that the Grantee has failed to document good-faith efforts to meet the established DOH MWBE participation goals for the procurement.

In addition, successful awardees will be required to certify they have an acceptable Equal Employment Opportunity policy statement in accordance with Section III of Attachment M of the resulting contract.

J. Limits on Administrative Expenses and Executive Compensation

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: http://executiveorder38.ny.gov.

K. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at:
http://www.osc.state.ny.us/vendor_management/issues_guidance.htm.

Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

L. Vendor Responsibility Questionnaire

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep system online at https://portal.osc.state.ny.us.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at: ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at:
http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 17).

M. Vendor Prequalification for Not-for-Profits

All not-for-profit vendors subject to prequalification are required to prequalify prior to grant application and execution of contracts.
Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's *capacity, legal compliance,* and *integrity.*

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: http://grantsreform.ny.gov/Grantees.

N. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default
   a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.

b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department/HRI acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.

c. If, in the judgment of the Department/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department/HRI acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller/HRI, 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/HRI.

O. For HRI Contracts Only

The following will be incorporated as Attachment A into HRI contract(s) resulting from this Request for Applications (See Attachment 18, Health Research, Inc. General Terms and Agreements):

1. General Terms and Conditions – Health Research Incorporated

VI. Attachments

Attachment 1	List of Current Integrated Cancer Services Program Breast, Cervical and Colorectal Cancer Screening Contractors
Attachment 2	Service Regions, Maximum Award Amounts and Estimated People Served
Attachment 3	Maximum Allowable Reimbursement Schedule
Attachment 4	NYS Department of Health Healthy Meeting Guidelines
Attachment 5	Comprehensive Healthy Foods Policy Status and Intent Attestation
Attachment 6	Sample Population-Based Policy, Systems and Environmental Change Strategies to Increase the Demand for Cancer Screening
Attachment 7	New York State Department of Health Cancer Services Program Program Performance Measures
Attachment 8	New York State Department of Health Cancer Services Program Contractor Start-up Checklist
Attachment 9	Application Checklist
Attachment 10	Application Cover Page
Attachment 11	Work Plan Template
Attachment 12	Work Plan Template Instructions
Attachment 13	Budget Template
Attachment 14	Budget Template Guidance Document
Attachment 15	Sample NYS Budget and Budget Justification

Attachment 16	Sample Letter of Interest
Attachment 17	Vendor Responsibility Attestation
Attachment 18	General Terms and Conditions - Health Research Incorporated Contracts
Attachment 19	MWBE Forms
Attachment 20	NYS Master Grant Contract with Attachments

Attachment 1 - List of Current Integrated Cancer Services Program Breast, Cervical and Colorectal Cancer Screening Contractors

Cancer Services Program of Albany/Rensselaer
St Peter's Hospital
315 S Manning Blvd., Albany NY 12208
Phone: 518-525-1543
Fax: 518-525-5596
aerrichetti@stpetershealthcare.org

Cancer Services Program of Allegany/Cattaraugus
Allegany County Department of Health
3453B Rt 417 E Wellsville NY 14895
Phone 585-593-4276
Fax: 585-593-2619
thorntmj@alleganyco.com

Cancer Services Program of Bronx
Lincoln Medical and Mental Health Center
234 E 149 St., Exec. Adm. Bronx NY 10451
Phone 718-579-5701
Fax: 718-579-5319
milton.nunez@nychhc.org

Cancer Services Program of Brooklyn
Brooklyn Hospital Center
121 DeKalb Ave. Brooklyn NY 11201
Phone 718-250-8005
Fax: 718-625-4109
rbb9002@nyp.org

Cancer Services Program of Southern Tier
Broome County Health Dept.
60 Hawley St., Box 1766 Binghamton NY 13902
Phone 607-778-2109
Fax: 607-778-2004
dpreston@co.broome.ny.us

Cancer Services Program of Cayuga
Cayuga County Health Dept.
160 Genesee St. 2 Fl Auburn NY 13021
Phone 315-253-1451
Fax: 315-253-1409
elane.daly@dfa.state.ny.us

Cancer Services Program of Chautauqua
Chautauqua County Health Dept
7 N Erie St. Mayville NY 14757
Phone 716-753-4590
Fax: 716-753-4794
schuylec@co.chautauqua.ny.us

Cancer Services Program of Clinton
Champlain Valley Physicians Hosp Med Ctr
75 Beekman St. Plattsburgh NY 12901
Phone 518-562-7055
Fax: 518-561-0881
smundy@cvph.org

Cancer Services Program of Columbia/Greene
Columbia County Community Healthcare Consortium Inc.,
325 Columbia St., Ste 200 Hudson NY 12534
Phone 518-822-8820
Fax: 518-882-1479
cparde@columbiahealthnet.org

Cancer Services Program of Cortland/Tompkins
Cortland County Health Dept.
60 Central Ave. Cortland NY 13045
Phone 607-753-5038
Fax: 607-753-5209
cfeuerherm@cortland-co.org

Cancer Services Program of Delaware/Otsego/Schoharie
Mary Imogene Basset Hospital
1 Atwell Rd. Cooperstown NY 13326
Phone 607-547-3100
Fax: 607-547-3921
william.streck@bassett.org

Cancer Services Program of Erie
Erie County Dept. of Health
95 Franklin St., Rm 910 Buffalo NY 14202
Phone 716-858-6976
Fax: 716-858-8701
gale.burstein@erie.gov

Cancer Services Program of Franklin/Essex
Franklin County Public Health
355 W Main St., Ste 425 Malone NY 12953
Phone 518-481-1707
Fax: 518-483-9378
kstrack@co.franklin.ny.us

Cancer Services Program of Fulton/Montgomery/Schenectady
St Marys Healthcare
427 Guy Park Ave. Amsterdam NY 12010
Phone 518-841-7101
Fax: 518-842-0107
giulianelliv@smha.org

Cancer Services Program of Genesee/Orleans
United Memorial Medical Center
211 E Main St. Batavia NY 14020
Phone 585-344-5494
Fax: 585-344-5267
lfranclemont@ummc.org

Cancer Services Program of Hudson Valley
Open Door Family Medical Center Inc.
165 Main St. Ossining NY 10562
Phone 914-502-1452
Fax: 914-502-1456
awilenkin@odfmc.org

Cancer Services Program of Jefferson/Lewis
Lewis County Public Health
7785 N State St. Lowville NY 13367
Phone 315-376-5453
Fax: 315-376-7013
pingham@lcpublichealth.org

Cancer Services Program of Livingston/Wyoming
Wyoming County Health Dept.
5362 Mungers Mill Rd., Bldg. A Silver Springs NY 14550
Phone 585-786-8890
Fax: 585-786-3537
gcollins@wyomingco.net

Cancer Services Program of Manhattan
The New York and Presbyterian Hospital
622 W 168 St. MHB-1HS-213 New York NY 10032
Phone 212-305-4223
Fax: 212-851-4530
ked9039@nyp.org

Cancer Services Program of Monroe
University of Rochester Med Ctr, Ctr for Community Health
518 Hylan Bldg. Rochester NY 14627
Phone 585-273-3960
jcarlso5@ORPA.rochester.edu

Cancer Services Program of Nassau
Nassau Health Care Corporation
2201 Hempstead Tpk East Meadow NY 11554
Phone 516-572-0123
Fax: 516-572-5792
agianell@numc.edu

Cancer Services Program of Niagara
Western NY Public Health Alliance
1001 11th St. Niagara Falls NY 14301
Phone 716-278-8596
Fax: 716-278-8247

Cancer Services Program of Oneida/Madison/Herkimer
County of Oneida
800 Park Ave. Utica NY 13501
Phone 315-798-5800
Fax: 315-798-2390
ce@ocgov.net

Cancer Services Program of Ontario/Seneca/Yates
Clifton Springs Hospital & Clinic
2 Coulter Rd. Clifton Springs NY 14432
Phone 315-462-0100
Fax: 315-462-3492
lewis.zulick@cshosp.com

Cancer Services Program of Oswego
Oswego County Opportunities
239 Oneida St. Fulton NY 13069
Phone 315-598-4717
Fax: 315-592-7533
dcurrier@oco.org

Cancer Services Program of Saratoga
Saratoga Hospital
211 Church St. Saratoga Springs NY 12866
Phone 518-580-2135
Fax: 518-580-2143
jmethven@saratogacare.org

Cancer Services Program of Staten Island
Staten Island University Hospital
475 Seaview Ave. Staten Island NY 10305
Phone: 718-226-9761
Fax: 718-226-8966
dproske@siuh.edu

Cancer Services Program of Suffolk
Peconic Bay Medical
1300 Roanoke Ave. Riverhead NY 11901
Phone: 631-548-6080
Fax: 631-548-6048
dkadenas@pbmedicalcenter.org

Cancer Services Program of Warren/Washington/Hamilton
Glens Falls Hospital
GFH 100 Park St. Glens Falls NY 12801
Phone: 518-926-3701
Fax: 518-926-3747
ehanchett@glensfallshosp.org

Cancer Services Program of Onondaga
Onondaga County Health Dept.
421 Montgomery St., 14 Fl. Syracuse NY 13202
Phone 315-435-3516
Fax: 315-435-8582
joannemahoney@ongov.net

Cancer Services Program of Orange
YWCA Orange County
21 West St Newburgh NY 12550
Phone 845-561-8050
Fax: 845-561-1860
christine@ywca-orangecty.org

Cancer Services Program of Queens
New York Hospital Medical Center of Queens
NYHQ 56-45 Main St Flushing NY 11355
Phone 718-670-1981
Fax: 718-661-7937
mabuglin@nyp.org

Cancer Services Program of St. Lawrence
St Lawrence County Health Initiative Inc.
6439 SH 56, PO Box 5069 Potsdam NY 13676
Phone 315-261-4760
Fax: 315-261-4728
ruth@gethealthyslc.org

Cancer Services Program of Steuben
St James Mercy Hospital
411 Canisteo St. Hornell NY 14843
Phone 607-324-8194
Fax: 607-324-8766
sbryant@sjmh.org

Cancer Services Program of Sullivan
Catskill Regional Medical Center
PO Box 800 Harris NY 12742
Phone 845-794-3300
Fax: 845-794-3240
ggalarneau@crmcny.org

Cancer Services Program of Wayne
Newark-Wayne Comm Hosp
111 Driving Park Ave. Newark NY 14513
Phone 585-922-4000
Fax: 585-922-1773
mark.klyczek@rochestergeneral.org

Attachment 2 - Service Regions, Maximum Award Amounts and Estimated People Served

Service Region	9-Month **Infrastructure** Contract Value***** (7/1/2014-3/31/2015)	9-Month **Clinical Services** Contract Value***** (State and HRI)	Estimated Number of Eligible People to Receive Comprehensive Screening and Diagnostic Services in the 9-Month Period**
Allegany/Cattaraugus	$127,500	$122,300	400
Genesee/Orleans	$82,500	$63,308	208
Niagara	$150,000	$143,882	470

***** Contract values based on anticipated funding amounts, contingent upon State and Federal appropriations.

****** These represent the estimated potential number of clients that could be provided with all screening and diagnostic services for which they are eligible, based on the values of the state and HRI clinical services allocations. Please note that these are estimates only.

Attachment 3 - Maximum Allowable Reimbursement Schedule

New York State Department of Health Cancer Services Program							
Reimbursement Schedule 4/1/2014 - 3/31/2015							
	INDUS		<----------Medicare Regions ---------->				
	Procedure	Guiding	Upstate	Manhattan	Rest of Metro	Hudson Valley	Queens
Breast/Cervical Procedures	Codes	CPT Code(s)***	13282-99	13202-01	13202-02	13202-03	13292-04
Screening mammogram - bilateral (film or digital) **	SIF	77057	$ 87.58*	$94.33	$ 97.23	$ 87.58*	$ 96.69
Screening mammogram - bilateral diagnostic (film or digital) **	SIF	77056	$ 110.54	$ 132.61	$ 136.80	$ 122.81	$ 135.94
Screening mammogram - unilateral diagnostic (film or digital) **	SIF	77055	$ 87.20*	$ 103.09	$ 106.34	$ 95.49	$ 105.69
Assessment, education and CBE	SIF	99201	$ 41.43	$ 49.15	$ 50.57	$ 45.65	$ 50.39
Assessment, education and pelvic exam with Pap test	SIF	99201	$ 41.43	$ 49.15	$ 50.57	$ 45.65	$ 50.39
Repeat CBE	2	Half of 99201	$ 20.72	$ 24.58	$ 25.29	$ 22.88	$ 25.20
Diagnostic mammogram - unilateral (film or digital) **	1	77055	$ 87.20*	$ 103.09	$ 106.34	$ 95.49	$ 105.69
Diagnostic Mammogram bilateral (special views) (film or digital)**	90	77056	$ 110.54	$ 132.61	$ 136.80	$ 122.81	$ 135.94
Diagnostic Breast US **(unilateral or bilateral)** w/image documentation	4	76645	$ 94.77	$ 114.98	$ 118.99	$ 106.18	$ 118.07
Fine needle aspiration biopsy without image guidance	29	10021	$ 142.25	$ 173.09	$ 179.43	$ 159.91	$ 178.53
Fine needle aspiration biopsy with image guidance	7	10022	$ 134.29	$ 161.16	$ 166.38	$ 149.33	$ 165.55
Core biopsy	8	19100	$ 142.53	$ 174.36	$ 181.18	$ 160.98	$ 180.31
Incisional biopsy	9	19101	$ 321.86	$ 393.32	$ 408.71	$ 363.35	$ 407.10
Pre-operative ultrasonic needle localization and wire placement	22	19285	$ 446.68	$ 545.49	$ 565.38	$ 502.82	$ 560.29
additional US needle loc and wire placement for second lesion	85	19286	$ 374.35	$ 458.25	$ 475.06	$ 421.98	$ 470.25
Pre-operative mammographic needle localization and wire placement	15	19281	$ 233.73	$ 280.96	$ 290.12	$ 260.17	$ 288.47
additional mammographic needle loc and wire placement second lesion	83	19282	$ 162.40	$ 195.16	$ 201.32	$ 180.57	$ 199.78
Excisional biopsy	10	19120	$ 468.26	$ 571.12	$ 593.66	$ 528.29	$ 592.52
Stereotactic biopsy procedure- breast-**all inclusive** of placement of breast localization device(s), (eg, clip, metallic pellet), imaging of the biopsy specimen, percutaneous bx; first lesion, including stereotactic guidance	16	19081	$ 641.99	$ 791.11	$ 822.91	$ 728.43	$ 816.64
each additional lesion, including stereotactic guidance	84	19082	$ 520.01	$ 638.51	$ 662.88	$ 587.87	$ 656.71
US guided Vaccum-assisted biopsy brest-**all inclusive** of placement of breast localization device(s) (eg, clip, metallic pellet)imaging of the biopsy specimen, percutaneous bx; first lesion, including ultrasound guidance	25	19083	$ 637.92	$ 785.53	$ 816.83	$ 723.31	$ 810.42
each additional lesion, including US guidance	86	19084	$ 512.92	$ 629.88	$ 653.91	$ 579.87	$ 647.75
Article 28 Facility Fee - Core Biopsy	23	APC 0005	$ 702.08	$ 702.08	$ 702.08	$ 702.08	$ 702.08
Article 28 Facility Fee - Incisional/Excisional Biopsy	24	APC 0028	$ 1,974.26	$ 1,974.26	$ 1,974.26	$ 1,974.26	$ 1,974.26
Cervical Diagnostics							
Colposcopy without biopsy	52	57452	$ 106.09	$ 127.31	$ 131.67	$ 118.18	$ 131.53
Colposcopy with cervical biopsy and ECC	66	57454	$ 150.03	$ 179.58	$ 185.66	$ 166.86	$ 165.66
Colposcopy with one or more cervical biopsies	53	57455	$ 139.27	$ 167.46	$ 173.32	$ 155.39	$ 173.15
Colposcopy with ECC	67	57456	$ 131.75	$ 158.56	$ 164.15	$ 147.10	$ 163.96
Endometrial biopsy	68	58100	$ 106.62	$ 128.29	$ 132.81	$ 119.03	$ 132.69
High Risk HPV DNA Hybrid Capture 2 or Cervista HR	65	87621	$ 47.87	$ 47.87	$ 47.87	$ 47.87	$ 47.87
Pap smear cytology, conventional	SIF, 61	88164	$ 14.42	$ 14.42	$ 14.42	$ 14.42	$ 14.42
Pap smear cytology,liquid based prep	SIF, 71	88142	$ 27.64	$ 27.64	$ 27.64	$ 27.64	$ 27.64
Fluid cytology, Breast and nipple, (Not vaginal / cervical)	11,14	88173	$ 140.74	$ 166.36	$ 170.85	$ 154.60	$ 169.88
Diagnostic LEEP/LEETZ	56	57461	$ 309.58	$ 374.84	$ 388.42	$ 346.98	$ 387.11
Diagnostic Cone Biopsy- Cold knife or Laser	CKC 57, LC 58	57520	$ 297.27	$ 357.49	$ 369.96	$ 331.66	$ 369.47

Attachment 3 - Maximum Allowable Reimbursement Schedule

Article 28 Facility Fee - Diagnostic LEEP/LEETZ, etc	69	APC 0193	$ 1,375.00	$ 1,375.00	$ 1,375.00	$ 1,375.00	$ 1,375.00
Colorectal Procedures							
FOBT Kit Processing	SIF	82270	$ 4.44	$ 4.44	$ 4.44	$ 4.44	$ 4.44
FIT	SIF	82274	$ 16.99	$ 21.70	$ 21.70	$ 21.70	$ 21.70
Colonoscopy	36	45378 or G0121 or G0105	$ 374.24	$ 453.13	$ 469.33	$ 419.26	$ 467.28
Colonoscopy w/biopsy single or multiple	37	45380	$ 445.83	$ 538.92	$ 557.88	$ 498.80	$ 555.45
Colonoscopy w/removal of tumor(s), polyp(s) by hot biopsy...	38	45384	$ 446.11	$ 539.09	$ 558.12	$ 499.09	$ 555.94
Colonoscopy w/removal of tumor(s), polyp(s) by snare technique	39	45385	$ 503.36	$ 607.72	$ 628.98	$ 562.73	$ 626.53
Sigmoidoscopy	32	45330	$ 130.94	$ 159.02	$ 164.72	$ 146.92	$ 163.68
Sigmoidoscopy with polypectomy	33	45333	$ 284.70	$ 347.59	$ 360.57	$ 320.71	$ 358.05
Flexible sigmoidoscopy with biopsy	34	45331	$ 156.58	$ 190.51	$ 197.46	$ 175.95	$ 196.23
Radiological exam; colon, barium enema	35	74270	$ 153.12	$ 186.18	$ 192.73	$ 171.79	$ 191.07
2nd Technique- Colonoscopy dir bx	50	n/a	$ 90.86	$ 108.78	$ 112.33	$ 100.95	$ 112.03
Article 28 Facility Fee - Colonoscopy	49	APC 0158	$ 645.73	$ 646.73	$ 646.73	$ 646.73	$ 646.73
Article 28 Facility Fee - Sigmoidoscopy	48	APC 0146	$ 461.00	$ 461.00	$ 461.00	$ 461.00	$ 461.00
Other Procedures							
Surgical consultation	3, 54, 43	99203	$ 103.55	$ 122.19	$ 125.59	$ 113.75	$ 125.35
Anesthesiologist fee	18, 70, 41	n/a	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Chest X-ray	19, 62, 45	71020	$ 29.61	$ 35.71	$ 36.90	$ 33.04	$ 36.66
CBC - Complete Blood Count pre-operative testing	21, 64, 47	85025	$ 10.55	$ 10.61	$ 10.61	$ 10.61	$ 10.61
EKG	20, 63, 46	93000	$ 16.01	$ 19.21	$ 19.84	$ 17.81	$ 19.76
Surgical pathology - Level IV-Gross and microscopic	12, 59, 42	88305	$ 67.83	$ 79.57	$ 81.52	$ 74.08	$ 81.17
Surgical pathology - Level IV- needing examination of surgical margins; some excisional, LEEP, Cone, and some polyps	82, 87, 88	88307	$ 274.45	$ 330.44	$ 341.04	$ 305.58	$ 338.35
* Reimbursement rates are the higher of either the NY regional Medicare rate or the NYS Medicaid fee.							
** NYS provides reimbursement for digital mammography and or mammography with CAD at the conventional film rate							
*** These CPT codes are for reference only. Reimbursement is not limited to these CPT codes. Other CPT codes that fulfill the service/procedure as listed may also be reimbursed at these rates.							

Attachment 4 – NYS Department of Health Healthy Meeting Guidelines

Vendor Information
for New York State Department of Health Meetings
Food Guidelines

The following are general guidelines that the NYS Department of Health will use when planning meals for conferences. The Department feels it is important to provide healthy food choices to reinforce the messages that we give about healthy eating. We hope that this information will help you work with us as these events are scheduled.

General Guidelines:

Offer low calorie and low fat foods and/or small portions (e.g. bagels cut in halves or quarters). Always offer vegetables, fruit and low fat milk. Include a vegetarian option at all meals. Provide pitchers and/or bottles of water. For dessert if serving one, provide fresh fruit, fruit crisps or small cookies.

Break Suggestions (am and pm):

- Bagels with low fat cream cheese or jams - cut bagels in halves or quarters
- Whole grain muffins (cut in half if not serving mini muffins) and whole grain breads instead of Danish, croissants or doughnuts
- Raw vegetables with low fat dip or fresh or dried fruit
- Low fat yogurt
- Low salt pretzels or lightly seasoned popcorn
- Low fat milk or evaporated skim milk for coffee

Lunch/Dinner Suggestions:

Appetizers/First Course

- Raw vegetables with low fat dip and fresh fruits
- Salads with low fat salad dressing on the side
- Soups that are vegetarian broth-based or creamed from pureed vegetables or evaporated skim milk

Entrees

- Sandwich platters - cut sandwiches in half so people can take smaller portions. Offer low fat mayonnaise as a condiment on the side. Use whole grain breads.
- Pasta dishes made with part skim mozzarella and part skim ricotta cheese (e.g. pizza, lasagna). Serve pasta with tomato or other vegetable based sauce rather than cream sauces.
- Meat servings limited to a 4 ounce portion (fresh seafood, skinless poultry, lean beef-eye of round, London broil).
- Baked potatoes with low fat or vegetable toppings on the side.
- Salads with dark green lettuces; spinach; beans and peas; grilled, lean meat and low fat cheeses.

Accompaniments:

- Use a combination of low fat mayonnaise and plain yogurt for potato salads, etc.
- Serve at least two vegetables with each meal, and avoid butter or cream sauces.
- Avoid fried foods.
- Provide raw vegetables or pretzels instead of potato chips or french fries.
- Include whole grain breads and rolls.

Attachment 5 - Comprehensive Healthy Foods Policy Status and Intent Attestation

Check the box that most accurately characterizes the applicant organization:

- ☐ The organization provides or makes food available to staff or visitors and has or agrees to develop and implement a comprehensive healthy foods policy, including healthy meeting guidelines, within one year of the start date of this contract.

---*or*---

- ☐ The organization does not provide or make available food to staff or visitors and will implement healthy meeting guidelines for meetings and events hosted or sponsored by the organization.

---*or*---

- ☐ The organization has a combination of practices when providing or making food available to staff or visitors. The organization has or agrees to develop and implement a comprehensive healthy foods policy, including healthy meeting guidelines, within one year of the start date of this contract for food provided or made available to staff or visitors. The organization will implement healthy meeting guidelines for meetings and events hosted or sponsored by the organization.

In every instance, the organization will work with onsite or retained food vendors to adapt food offerings to be consistent with the healthy meeting guidelines and/or a comprehensive healthy foods policy over time.

Signature of Organization Official:_____

Print/Type Name:_____

Title:_____

Organization:_____

Date Signed: _____

Attachment 6 - Sample Population-Based Policy, Systems and Environmental Change Strategies to Increase the Demand for Cancer Screening*

Screening Promotion Activities: Partnerships, Coordination and Collaboration
1. Partner with community-based organizations and businesses (**small business engagement)** to promote cancer screening (e.g., churches, barbershops, beauty salons, libraries, etc.)
2. Partner with chronic disease programs to promote cross-collaboration and reciprocal referral systems
Screening Promotion Activities: Public Education and Targeted Outreach
3. Develop and implement a plan to distribute the CSP Resource Guide to: • Other local chronic disease programs • Health insurance plans • Providers • Worksite wellness coordinators • Community partners (e.g., faith-based organizations, non-profit organizations, local health departments, etc.)
4. Develop and implement a plan to issue press releases and share articles with partner organizations for inclusion in their newsletters
5. Develop and implement a **social media** plan utilizing Facebook and Twitter to engage partners, providers, and the public
6. Develop and implement a **small media** plan to promote evidenced-based/tested messages using CSP templates, Make It Your Own (MIYO) and *Screen for Life* materials among partner organizations
7. Work with community partners to offer and/or provide **group education** sessions to community groups and organizations using CSP Power Point templates to provide education regarding the need for screening, the intention to be screened, the risk/benefits of screening and screening intervals
8. Partner with patient navigators, community health workers or other partners to provide **one-on-one** education to increase knowledge or influence attitudes and beliefs regarding the need for screening
9. Utilize **targeted media campaigns** developed by the NYSDOH/CDC to promote cancer screening among the general population, in disparate populations and/or on ethnic media stations: • Right to Know • Screen for Life • Breast • Cervical
Provider/Health Systems Activities
10. Promote use of cancer **screening reminders** by partnering with providers or community partners to conduct a mailing to individuals who are age-appropriate for cancer screening
11. Partner with clinical providers to develop systems/protocols to ensure all clients receive comprehensive screening as appropriate (e.g., recommend and develop a work flow document to outline effective systems)

12. Work with providers to promote **practice-based system changes** designed to increase cancer screening
13. Implement screening/mobile mammography events to **increase access** to screening and diagnosis and treatment services (see screening event guide)
14. Work with clinical service providers to promote use of provider **reminder and recall systems**
15. Provide **assessment and feedback** to providers to support breast, cervical and colorectal cancer screening (e.g., monthly/quarterly CSP screening data)
16. Provide **professional development/education** to promote guideline concordant cancer screening/care (e.g., promote public health live broadcast- "Promoting Cancer Screening: Office Systems for Success," distribute and review 2012 cervical cancer screening guidelines and public education materials)
Policy Change Activities
17. Encourage **worksite policies** that support preventive care (e.g., time off for breast, cervical and colorectal cancer screening)
18. Work with providers to develop and implement **office-based policies** to support breast, cervical and colorectal cancer screening

*Examples and not an exhaustive list

Attachment 7 – New York State Department of Health Cancer Services Program

Program Performance Measures

No.	Performance Measure Description	Goal
1	Percent of screening mammogram clients age 50 and older	≥ 75%
2	Percent of initial program-funded Pap tests for women rarely or never screened for cervical cancer	≥ 20%
3	Percent of women rescreened by mammogram within 24 months	≥ 60%
4	Percent of clients who are male	≥ 20%
5	Percent of clients rescreened by fecal test within 10-14 months	≥ 60%
6	Percent of clients age 50 to 64	≥ 75%
7	Percent of women age 50 and older with comprehensive cancer screening	≥ 50%
8	*PM removed*	
9	Percent of eligible population screened in each county	≥ 20%
10	Percent of abnormal cervical screenings with timely follow-up	≥ 75%
11	Percent of abnormal breast screenings with timely follow-up	≥ 75%
12	Percent of abnormal colorectal screenings with timely follow-up	≥ 75%
13	Percent of eligible clients enrolled in the Medicaid Cancer Treatment Program	≥ 90%
14	Percent of Screening Intake Forms with timely submission	≥ 85%
15	Percent of Follow-Up Forms with timely submission	≥ 85%
16a	Percent of federal clinical service funds expended	≥ 95%
16b	Percent of state clinical service funds expended	≥ 95%

Attachment 8 - New York State Department of Health (NYSDOH) Cancer Services Program (CSP) Contractor Start-up Checklist

Under the direction of the NYSDOH, contractors will complete all transition and start-up activities prior to initiation of cancer screening services, per the checklist below. All activities should be initiated beginning July 1, 2014 and completed no later than September 30, 2014. Please sign and submit the completed checklist to your Regional Manager (RM).

	Check if Completed	To Do:	Timeframe	Person Responsible	Date Completed	Notes
1.	☐	Hire a qualified staffing structure, addressing all required functions.				
2.	☐	Complete contact information form (to be provided by the NYSDOH) for all staff. Submit to your designated NYSDOH Regional Manager (RM) as soon as staff is hired.				
3.	☐	Complete NYSDOH CSP orientation training: -One day training in Albany -Web-based training sessions -In person trainings as required				
4.	☐	If applicable, meet with former contractor staff to: -Review provider network and credentialing workbook and obtain provider contact information (name, address, phone number, email) -Transfer any other than personnel service (OTPS) items such as equipment, incentives, gift cards or promotional items purchased with NYSDOH funds as applicable -Develop a plan with a timeline to ensure existing clients are offered timely screening and diagnostic services, referrals to treatment and assistance enrolling in the MCTP. Plan and timeline should detail: --The transfer of all client information including				

	Check if Completed	To Do:	Timeframe	Person Responsible	Date Completed	Notes
		incomplete Screening Intake Form, Follow up Form, client consent, medical reports and case management notes for all clients “in process”. Clients “in process” are defined as clients who received or are scheduled to receive screening or diagnostic services that have yet to be submitted and accepted on the Indus, secure on-line data system --Transfer client calls to the new contracting agency				
5.	☐	Identify clinical providers to adequately meet the needs of the service region for breast, cervical and colorectal cancer screening, diagnostic services and treatment referrals. Conduct needs assessment of current clinical service providers. Evaluate providers and services to determine gap(s) in service, need for additional providers and/or need to reduce providers. Primary care Federally Qualified Health Centers Hospitals Gastroenterologists Labs Surgeons Anesthesia Pathology Article 28 Radiologists CLIA waived provider office to develop fecal tests Urologists				

	Check if Completed	To Do:	Timeframe	Person Responsible	Date Completed	Notes
6.	☐	Develop and send a letter to all participating providers notifying them of the new contracting organization for the CSP in your service area (if applicable).				
7.	☐	Ensure that written provider agreements are obtained from all network providers within two months of initiation of contract.				
8.	☐	Complete and submit Provider Credentialing workbook as provided by NYSDOH.				
9.	☐	Under direction of your RM, develop and document the system with each participating provider for enrolling CSP clients for comprehensive screening services, communicating with providers, collecting and entering program data, case management and reimbursement and reconciliation of payment for services rendered.				
10.	☐	Develop and send a letter to all community-based partners notifying them of the new contracting organization for the CSP in your service area (if applicable).				

Please sign and submit the completed checklist to your Regional Manager prior to initiating cancer screening services.

_____ _____

Contracting Organization Representative Date Signed

_____ _____

Program Coordinator Signature Date Signed

_____ _____

Regional Manager Signature Date Signed

Attachment 9 - Application Checklist

Applicant Organization:_____

Region to be Served:_____

Note that this checklist is a tool for application planners and is not required to be submitted with the application.

- ☐ Applicant is prequalified in the Grants Gateway.
- ☐ Signed original Application Cover page, completed and attached to the full application, plus three (3) additional copies of the Application Cover Page (Attachment 10) and full application (including appendices) are enclosed.
- ☐ Application meets all formatting requirements as stated in Section IV (Completing the Application).
- ☐ Narrative addresses the entire grant period (July 1, 2014 through March 31, 2018); work plan and budget address the first contract period (July 1, 2014 through March 31, 2015).
- ☐ Work plan, budget and budget justification templates (RFA Attachments 11 and 13) are completed and included with the application.
- ☐ Letters of collaboration are included and are counted toward the application page limit.
- ☐ Signed Vendor Responsibility Attestation is included as an attachment. (Attachment 17)
- ☐ Signed Comprehensive Healthy Foods Policy Status and Intent Attestation is included as an attachment. (Attachment 5)
- ☐ Where applicable, a list of the applicant organization's current Board of Directors, including their affiliations and credentials, is included as an attachment.
- ☐ Organizational charts are included as attachments. (A chart of the applicant organization showing the location of the proposed project within the organization and a chart for the local screening program, identifying key staff, their location and reporting lines.)
- ☐ Resumes for the Program Coordinator and other key staff, and/or job descriptions/postings are included as attachments.
- ☐ Completed Grantee/Contractor MWBE Utilization Plan (MWBE Form #1) and signed MWBE Utilization Waiver Request are included as an attachment. (Attachment 19)

Attachment 10 - Application Cover Page

Integrated Breast, Cervical and Colorectal Cancer Screening Program for
Allegany, Cattaraugus, Niagara, Genesee, and Orleans Counties
RFA #1401130108

Title of Project:_____

Region to be Served:_____

Name of Applicant Organization:_____

Type of Organization:_____

Applicant Organization Address_____

City_____ **State**_____ **Zip**_____

Name of Project Director:_____

Title:_____

Address:_____

E-Mail (Required):_____

Telephone:_____ **Fax:**_____

Signature:_____

Name of Individual Authorized to Sign the Contract:_____

Title:_____

Address:_____

E-Mail (Required):_____

Telephone:_____ **Fax:**_____

Signature:_____

Date Signed:_____

Total State Funds Requested:_____

NYS Charity Registration #:_____

New York State Vendor ID #:_____

Dunn and Bradstreet #: _____

Attachment 11 - Work Plan Template

(See Work Plan Template posted as a fill-in Word document along with this RFA)

Attachment 12 - Work Plan Template Instructions

Applicants should complete a detailed work plan for the first nine months of the grant period that describes activities to accomplish all required deliverables per the scope of work. Required objectives and performance measures that applicants should insert into the work plan template are listed below. In addition, as applicable, contractors will need to complete all transition and start-up activities prior to initiation of cancer screening services, per the Contractor Start-up Checklist (Attachment 8).

General Instructions:

- The work plan template is a fill-in Word document (Attachment 11).
- The work plan should cover the first, nine-month contract period, July 1, 2014 – March 31, 2015.
- The work plan summary (page 1) has been completed for applicants and should not be revised. Applicants should only complete the following two fields in the work plan summary; 1) their Service Region, listing the counties to be served according to the information provided in the RFA and, 2) their SFS Payee Name.
- Required objectives that all applicants should use are included in the work plan template and are listed below. These focus on the implementation and evaluation of required program deliverables and are consistent with the scope of work described in the RFA and performance measures that are routinely monitored by the Department.
- Complete the tasks column to describe the activities that will be implemented to fulfill each of the required objectives.
- Required performance measures are listed below and should be used by applicants within the appropriate objectives, aligned with the appropriate applicant proposed tasks. These will be used to measure progress achieving program objectives and tasks. Applicants may provide additional performance measures, but should, at a minimum, use the ones provided.
- The second column "Budget Category/Deliverable" is not applicable and should not be completed.

Definitions and a list of required objectives and performance measures to aid in completion of each column in the template are as follows:

Objectives- describe the "big" steps needed to implement the scope of work and achieve program performance measures.

Tasks planned to achieve this objective – the discreet tasks undertaken by a program to fulfill the scope of work, meet the stated objectives and ultimately fulfill the program performance measures. *Ask*: To meet the objectives, what action is needed? What else might work? Do we have the resources to do this?

Performance Measures- Standards that a program sets to measure progress in achieving program objectives. Performance measures provide a means to objectively assess a program's areas of strength

and areas needing improvement. Multiple measures of success may be required to fully assess progress toward a particular objective.

Required objectives and performance measures:

Objective #1: Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner

Performance Measures (to be inserted in the work plan template) - Objective #1:

- ≥95% of federal clinical service funds expended
- ≥95% of state clinical service funds expended
- Annual work plans, budgets, reports and other program deliverables submitted accurately and on time
- Vouchers submitted on a monthly basis
- Formal referral process is established with the local IPA/Navigators (IPA/Navigators provide education on the Affordable Care Act and the insurance products available through the NY State of Health) to facilitate client enrollment in the Marketplace
- Resources and information are provided to CSP clients about health insurance options through the Marketplace

Objective #2: Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among priority populations throughout the service region

Performance Measures (to be inserted in the work plan template) - Objective #2:

- Contractor actively collaborates with community organizations that assist with implementation of required program activities
- No less than 12 9 educational visits to inform community members and decision makers about the impact of cancer and the cancer burden, community needs for services, and how the local CSP addresses the cancer burden and community needs
- There is a sufficient number of DQE's in the service region to meet the needs of the program to assist eligible clients with enrollment in the MCTP

Objective #3: Implement evidenced-based strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations

Performance Measures (to be inserted in the work plan template) - Objective #3:

- Implements evidenced-based strategies (e.g., Community Guide to Preventive Services Recommended Interventions) to promote the program, build public demand for cancer screening services and identify eligible clients
- ≥75% of screening mammogram clients age 50 and older
- ≥20% of initial program-funded Pap tests for women rarely or never screened for cervical cancer
- ≥20% of clients who are male
- ≥75% of clients age 50 to 64
- ≥15% of eligible population screened in each county

Objective #4: Establish systems and procedures for the provision of comprehensive, guideline concordant breast, cervical and colorectal cancer screening and diagnostic services, and when necessary, ensure access to treatment services to eligible populations

Performance Measures (to be inserted in the work plan template) - Objective #4:

- Enters into agreements with a sufficient network of medical providers throughout the service region to provide comprehensive, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, and access to treatment services when necessary
- ≥ 60% of women rescreened by mammogram within 24 months
- ≥60% of clients rescreened by fecal test within 10-14 months
- ≥50% of women age 50 and older with comprehensive cancer screening
- ≥ 75% of abnormal cervical screenings with timely follow-up
- ≥ 75% of abnormal breast screenings with timely follow-up
- ≥ 75% of abnormal colorectal screenings with timely follow-up
- ≥ 90% of eligible clients enrolled in the Medicaid Cancer Treatment Program

Objective #5: Oversee the collection of all data required by the NYSDOH
Performance Measures (to be inserted in the work plan template) - Objective #5:

- ≥ 85% of Screening Intake Forms with timely submission
- ≥ 85% of Follow-Up Forms with timely submission

Attachment 13 - Budget Template

(See Budget and Budget Justification Template posted as an Excel file along with this RFA)

Attachment 14 - Budget Template Guidance Document

Important to Know:

1. Applicants should complete and submit one nine-month budget for the period as outlined in the RFA (7/1/14-3/31/15).

2. The budget template (Attachment 13) posted with the RFA is protected to retain the integrity of formulas within the document. Please follow the guidance below prior to entering data.
    - File Saving Guidance
        - After opening the document select File / Save / As
        - Select File Name
        - Please use the following naming convention for each of the separate budgets to be submitted:
            - RFA Number and Budget Year. The Budget Year is the year that the particular budget period begins (e.g. using the budget example above, 1401130108_2014).
        - Select Save after determining the folder location the file should be saved under.
        - Data can now be entered into the document.

3. Please do not delete or insert rows. Deleting or inserting rows will break the pre-set links in the document. Please use the "Hide/Unhide" option for rows that are needed or not needed or just leave the rows blank.

4. All budget lines should be accurately calculated and rounded to whole dollar amounts only (i.e. 50% of $32,115 salary = $16,057.50 budget amount =$16,058).

5. All reported funds should be directly related to the proposed project and justified in detail regardless of the source of funding (including match/in-kind).

6. Equipment purchases for major items that will depreciate in a very short period of time (i.e. one to three years) will only be considered when supported by a strong justification to be provided under the narrative section of the budget.

7. A match/in-kind contribution of 25% is required for the above referenced procurement. At a minimum the support detailed on the budget forms must reflect this percentage at all times. The match-in-kind contribution may be met by dedicating other local government funds, un-restricted/private dollars raised through fund-raising efforts, or other non-government grants. The match/in-kind contribution may not be comprised of other state or federal grants

8. Copying information from one area of the template to another is **discouraged** as it can be challenging in Excel. At times, formatting variances will not allow for a row to be cut or copied and then pasted to another area unless the formatting of the cells are exactly the

same. It is advised to re-type the information rather than attempt copying and pasting. If you elect to move data from one location to another please consider the following steps to ensure your data is transferred correctly:

- double click within the cell you wish to extract data from;
- use your mouse to highlight ONLY the data within the cell that you would like to cut or copy;
- right click and select "cut or copy"; and
- double click within the *destination* cell and right click "paste".

Completing the Workbook:

- **Expenditure Based Budget Summary Tab**: please note that the "**GRANT FUNDS**" column is automatically populated **AFTER** all subsequent tabs are completed. The "Match Funds" column is only completed for proposed projects that will require this additional reporting. All other voluntary contributions to the proposed project should be reported under the "Other Funds" column. Please refer to the original procurement to determine if the project requires a match/in-kind contribution. If a match/in-kind contribution is required on the project and the match budget values are entered, the "***Match %" column has a formula that will automatically populate***. Please do not over-write the formula in this column. The detail regarding which funds will be provided as a match/in-kind contribution relating to any of the (8) budget categories, labeled a through f, should be included on the "**Narrative Tab**" in the "Details" column. This ensures expenses the program intends to support through match/in-kind contributions are accurately represented.

  The only other information to be entered on this tab is as follows:

- **Project Name**: please use the title of the grant/funding opportunity
- **Contractor SFS Payee Name**: please use the applicants name as reported in the **Statewide Financial System**.
- **Contract Period**: please indicate the budget period as outlined in the RFA ((1) nine-month budget 7/1/14 – 3/31/15).

FOR THE FOLLOWING TABS IN THE BUDGET TEMPLATE, ADDITIONAL ROWS ARE HIDING BUT AVAILABLE AS NEEDED. YOU CAN EXPAND THE ROWS BY SELECTING THE "FORMAT" OPTION ON THE TOP RIBBON OF THE TOOLBAR AND SELECTING HIDE & UNHIDE.

- **Personal Services (PS) Salary Detail Tab**: this page allows for decimals and percentage points up to the 100th place value. A pre-set formula has been provided in the "TOTAL" column which will ensure that information entered in columns D-K are calculating to the requested value**. Please do not over-write the formula in this column (unless removing values related to match/in-kind contribution or part-time employees as mentioned below).** This section should include the following information:

  - **Position Title** – provide title of position and name of incumbent (if known). If the position is vacant or has not been filled yet, please indicate to be hired (TBH). **It may be necessary to enter a position on more than one line if changes to salary, hours,**

percent of effort, and/or number of months is expected to change. (e.g. position is expected to receive a salary increase after six months budget line 1: $20,000 100% 6 months; $25,000 100% 6 months).

- **Annualized Salary Per Position** – provide the employees annualized salary as paid by the organization. This figure should not be adjusted for values not supported by the proposed project.

- **Standard Work Week (Hours)** – provide the standard hours worked each week by the incumbent for the organization (e.g. 35 hours, 40 hours). This figure should not be adjusted for hours not supported by the proposed project.

- **Percent of Effort Funded** – provide **only** the percentage of time to be spent on proposed project activities.

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

- **Number of Months Funded** - indicate the total estimated number of months the position will work on the proposed project; if existing staff will begin immediately, indicate 12 months; if staff are new hires, indicate the anticipated number of months based on the anticipated hire date.

- **Total** – this column is automatically populated based on the information entered in earlier columns. To calculate salaries which include match/in-kind contributions, subtract the match/in-kind contribution amount directly in the formula bar in the total column.

  <u>To enter salary information for a part-time / hourly employee:</u>

  The format provided presumes that all employees are salaried. Depending on the level of effort that the employee works on the project and the number of months employed, completing the form can be challenging. Suggestions are as follows:

  Employee works 100% of hours on the proposed project and does NOT work on any other project at the agency: Enter the total requested amount in the "Annualized Salary per Position" column and 100% under percent of effort. If the employee works 12 months, you will enter 12 under Number of Months Funded. If the employee works less than 12 months, you will enter the actual number of months **and** over-write the Total value to be the same as the annualized salary. An explanation of the information entered should be included on the "**Narrative Tab"** in the "Details" column.

  *Employee works < 100% on the proposed project and **does** work on other projects at the agency*: Enter the projected annualized salary the employee will receive from the agency factoring in all work at the agency under Annualized Salary Per Position; total hours the employee will work for the agency (not the project) and enter **only** the percent of effort that the employee will work on this project. If the employee works 12 months,

you will enter 12 under Number of Months. If the employee works less than 12 months, you will enter the actual number of months. An explanation of the information entered should be included on the "**Narrative Tab"** in the "Details" column.

- Applicants should provide justification for staff positions on the "**Narrative Tab"** in the "Details" column. The justification should provide brief job descriptions and a description of how positions contribute to work plan objective. If applicable, anticipated start dates for their work on the project (e.g. new hires may not begin in the first month).

  Sample narrative justifications

  The Program Coordinator is a full-time employee, working 40 hours per week and will work 60% of the time (or 24 hours per week) on proposed project activities. The coordinator will oversee day to day operations of all funded project staff to include supervision, training, review of client files, preparation of monthly narratives to funders, etc. The coordinator will be expected to begin in the sixth month of a twelve month budget period. Seven months of salary ($45,000/12 = $3,750 X 7 = $26,250) 60% of this employee's seven month salary is $15,750 (.60 X $26,250 = $15,750). The applicant is requesting that all 60% of the employee's time spent working on the proposed project be funded.

  The Case Manager will be a full-time employee, working 40 hours per week and will work 50% of the time (or 20 hours per week) on proposed project activities. The case manager will meet with clients identified through the proposed project and work with them to arrange medical visits, testing, ensure follow-up with physicians is occurring, and refer clients to other appropriate services. This new hire is expected to begin work on the proposed project in the seventh month of a twelve month budget period. Six months of salary ($40,000/12 = $3,333 X 6 = $19,998). The applicant is requesting that only 25% of the employee's time spent working on the proposed project be funded, with the remaining 25% supported through a match/in-kind contribution.

- **Fringe Benefits**: input the requested fringe rate and the total requested amount. If the proposed positions require the use of more than one fringe benefit rate, provide a breakdown of the base salary amount and respective rate for each. The total requested amount would then be based on a blend of each of the rates. (e.g. FT Staff 35% x $25,000 Total Salaries; PT Staff 15% x $15,000 Total Salaries). If the contractor has a federally approved fringe rate agreement, a current copy of the agreement must be submitted. If the contractor utilizes their own fringe benefit rate, the "Fringe Benefit Rate Detail" document should be completed and submitted.

PLEASE NOTE THAT ALL NON-PERSONAL SERVICE (NPS) EXPENSES, AKA OTHER THAN PERSONAL SERVICES (OTPS), ARE DEFINED AS EXPENSES THAT DIRECTLY RELATE TO ONE OR MORE PROPOSED WORK PLAN OUTCOMES. THE JUSTIFICATION ON THE "NARRATIVE TAB" SHOULD PROVIDE SUFFICIENT DETAIL TO ESTABLISH THE NEED AND APPROPRIATENESS OF THE EXPENSE AS WELL AS THE CALCULATION USED TO ALLOCATE THE APPROPRIATE PORTION OF THE EXPENSE TO THE BUDGET.

- **Non-Personal Contractual & Travel Tab**:
    - **Contractual**: for each vendor/subcontractor (defined on the bottom of the last page), please provide the name of the proposed subcontractor, a brief indication of the type of service, and the requested amount. If the subcontractor is unknown please provide a brief description of the service to be provided and indicate to be hired (TBH). Additional information should be included on the "**Narrative Tab"** in the "Details" column. (e.g. elaborate on the service provided, a calculation explaining how the expense is allocated to the proposed project). A separate budget line should be used for each vendor/subcontractor. In addition, copies of all subcontractor agreements must be submitted for review and approval by the contract/program manager. **Please be aware of additional requirements that apply to "Subcontractors" detailed in the Terms and Conditions of the Master Contract (Section IV, page 16, sub-section "B. Subcontractors").**

    - **Travel**: for each category of travel (i.e. Client Travel; Staff Mileage; Out-of-State Conference) please enter a separate budget line and the requested amount. Additional information should be included on the "**Narrative Tab"** in the "Details" column. (e.g. nature of the expense, identify who would be traveling, a calculation explaining how the expense is allocated to the proposed project, and when the travel would occur if known). Subcontractor travel should be included on the Contractual Services budget line. **Please note**: approved travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the contractor, OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

- **Non-Personal Equip Space Utility Tab**:
    - **Equipment**: for each category of equipment please provide the type of equipment and quantity (e.g. 2 HP Computers) and the requested amount. Additional information should be included on the "**Narrative Tab"** in the "Details" column. (e.g. who will be using the equipment, a calculation explaining how the expense is allocated to the proposed project). Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $1,000, or a grouping of like items which equals or exceeds $1,000. *Please note that upon the purchase of any new equipment, the contractor's **equipment inventory records** will need to be updated and made available for review upon visit by staff representing the State. The inventory records should contain identifying information such as a tag number (assigned by the contractor), serial number (manufacturer's), location, and any relevant remarks.*

    - **Space/Property Expense**: depending on whether the space is rented or owned, complete the appropriate budget section. For each category (e.g. Maintenance; Utilities; Space Cost) please enter a separate budget line and the requested amount. If the expense is for Space, please include the property address. Additional

information should be included on the "**Narrative Tab"** in the "Details" column. (e.g. indicate which program operates out of the space, the total cost, a calculation explaining how the expense is allocated to the proposed project).

- **Non-Personal Operating Expense & Other Tab**: expenses not falling in any of the above categories are budgeted in this section of the budget forms.
    - **Operating**: all miscellaneous expenses not falling in any of the other budget categories (e.g. postage, printing, mailings, office supplies, program supplies, incentives) should be budgeted under this section, with the exception of "indirect costs/administrative costs", which will fall under "Other". Indicate the title of the budget category and the total amount requested. Additional information should be included on the "**Narrative Tab"** in the "Details" column. (e.g. the total cost and a calculation explaining how the expense is allocated to the proposed project).

    - **Other**: only indirect costs/administrative costs are to be budgeted under this section.

- **Narrative Tab**: The majority of this page will automatically populate based on information entered from earlier budget pages. The only information that should be entered on this page is "Details" per instructions above. The narrative justification provided for each budget category should be brief, accurate, and consistent with the budget figures on each of the budget pages. Calculations detailed in the narrative must be accurate. The page is set up to auto-wrap text. If for any reason all of the data entered on the earlier tabs is not showing on the printed copy, this can be adjusted by selecting the "format" option on the top ribbon within the toolbar and choosing auto-fit row height. This will ensure that all data shows when printing the document. The form can be collapsed to show **only** the budget lines allocated by selecting the carrot (upside down triangle) on the top of the "Budgeted" column by un-checking $0. This will significantly reduce the # of pages needed for the narrative.

ADDITIONAL CLAUSES – please consider the following points when preparing the budget request. ONLY those clauses with a checked box are applicable to the specific initiative.

☒ The prepared budget should be for the total ***infrastructure award***. *Applicants should NOT submit budgets for reimbursable clinical costs.*

☐ Use of the indirect costs/administrative is prohibited for this procurement. Any cost that is administrative in nature MUST be itemized in the appropriate NPS category (i.e. space, utilities, telephone etc. In addition, a strong justification must be provided for consideration under the narrative section of the budget.

☒ Staffing levels should be commensurate with the services provided, appropriate level of quality care, and necessary to meet the program needs ensuring that all deliverables are able to be met. Please note that one qualified staff person may be responsible for multiple functions and that staff functions can be fulfilled in part by partners or providers as a match/in-kind contribution.

☒ Applicants MUST retain a majority of the work performed under the infrastructure contract within the organization (at least 50% of the total budget). As a result, the total value of the contractual services section of the budget should not exceed 50% of the total budget. Budgets that propose more than 50% of the project to be contracted out to other organizations will not be accepted.

☒ Proposed budgets should include an allocation of travel funds necessary during the 9-month contract period for the following activities:

- screening program staff members to attend each of two regional meetings (Albany, Buffalo, New York Metro and Syracuse); and
- one meeting in Albany.

☒ Use of incentives, such as gift cards, to increase the return rate of colorectal cancer screening (FIT/FOBT) kits or in the completion of a cancer screening(s) will be allowable with an appropriate justification. Incentives should be limited to $5.00 per client.

Common Budget Category Side-by-Side – please use this chart to assist with aligning cost categories with the (8) defined budget categories, labeled a through f on the budget summary. This a sample listing of those most commonly used. **Please note**: not all expense categories are appropriate for all proposed projects. Ineligible items may be removed during the final budget negotiation, prior to execution of a contract.

Master Grant Contract Budget Categories	**Sample of Budget Categories**
Personal Services	ALL employees on payroll
Fringe	Payroll Taxes, Health Insurance, Pension, Worker's Compensation, etc.
Contractual Services*	Consultants/Vendors*
Contractual Services**	Subcontracted Services, Affiliate Staff
Travel	Travel (ALL - for client, staff, and volunteers). The only exception is subcontractor travel.
Equipment Expense	≥ $1,000/item or grouping of like items and having a life expectancy of greater than (1) year. < $1,000/item budget under Operating Expenses
Space/Property & Utility Expenses	Rent, Depreciation, Maintenance & Repairs, Utilities (including electric, heat, cell phone, internet, telephone)
Operating Expense	Equipment, Office Technology purchases < $1,000
Operating Expense	Beverages, Food, Meeting Costs
Operating Expense **unless fringe benefit related, then it is Personal Services**	Insurance (e.g. general liability)
Operating Expense	Program Supplies/Materials, Office Supplies
Operating Expense **unless it is contracted out, then it is Contractual Services**	Database Management, Computer/Network Maintenance
Operating Expense **unless it is contracted out, then it is Contractual Services**	Media Placement, Advertising (e.g. recruitment ads, program promotion)

Operating Expense **unless it is contracted out, then it is Contractual Services**	Educational Materials, Printing, Postage
Operating Expenses	Conference Costs/Registration Fees
Operating Expenses	Staff Training/Professional Development (for costs such as conference fee - NOT travel)
Operating Expenses	Vehicle Operating Expenses
Operating Expenses **any associated travel must go under travel**	Special Events, Workshops
Operating Expenses	Client Services (medical supplies, translation services, and incentives)
Operating Expenses	Stipends
Other	Indirect

Contractual Services - Vendors: include those persons or organizations that provide the same or similar services to any customer without altering its product. Examples of vendors include audit services, payroll services, bookkeepers, and IT consultants.

****Contractual Services – Subcontractor: performs a portion of the scope of work from the lead contractor's project, often off-site and under the direction of a third party. The subcontractor has its performance measured against the objectives of its portion of the scope of work of the lead program.***

Attachment 15 – Sample NYS Budget and Budget Justification

Posted separately with this RFA

Attachment 16 - *Sample* Letter of Interest

or

Letter to Receive Notification of RFA Updates and Modifications

Ms. Amy Yost
Fiscal and Administrative Coordinator
Bureau of Chronic Disease Control
New York State Department of Health
150 Broadway, Room 350
Menands, NY 12204

Re: Integrated Breast, Cervical and Colorectal Cancer Services Programs
RFA # 1401130108

Dear Ms. Yost:

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

- ☐ That our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: www.nealth.ny.gov/funding.
  E-mail address:_____

  ---*or*--

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

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by the NYSDOH, Bureau of Chronic Disease Control by the date stated in the RFA.

Sincerely,

Attachment 17 - Vendor Responsibility Attestation

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

Choose one:

☐ An on-line Vendor Responsibility Questionnaire has been updated or created at the Office of the State Comptroller's (OSC) website: https://portal.osc.state.ny.us within the last six months.

---or---

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

Signature of Organization Official:_____

Print/Type Name:_____

Title:_____

Organization:_____

Date Signed:_____

Attachment 18 - General Terms and Conditions
Health Research Incorporated Contracts

1. **Term**
   This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount**
   a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
   b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
   c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incidentally or properly allocable (as reasonably determined by HRI) to the Agreement, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.
   d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.
3. **Administrative, Financial and Audit Regulations**
   a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

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

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

- **Payments**

a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
   - Insurance Certificates pursuant to Article 9;
   - A copy of the Contractor's latest audited financial statements (including management letter if requested);
   - A copy of the Contractor's most recent 990 or Corporate Tax Return;
   - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
   - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
   - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

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

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

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

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

5. Termination

Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

a) it has the full right and authority to enter into and perform under this Agreement;

b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;

c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;

d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the NYS Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will

include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes

a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.

b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance

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

b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

1) Commercial General Liability (CGL) with limits of insurance of not less than $1,000,000 each Occurrence and $2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

2) Business Automobile Liability (AL) with limits of insurance of not less than $1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than $100,000 each accident for bodily injury by accident and $100,000 each employee for injury by disease.

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

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

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

10. Publications and Conferences

a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor." This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

b) Conference Disclaimer and Use of Logos: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by Project Sponsor number <insert award #> from <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

11. Title

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

b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to affect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality

Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may **receive** information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination

Contractor acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that 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, Contractor agrees that neither it nor its authorized subcontractors, if any, 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names

Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc., the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

15. Site Visits and Reporting Requirements -

a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.

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

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

16. Miscellaneous

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

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

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

d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor’s duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor’s performance under this Agreement.

e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

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

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

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

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

j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances,

regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

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

a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.

b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.

c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules.*

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI

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

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

   1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
   2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
   3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
   4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).

5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (nondiscrimination for drug/alcohol abusers in admission or treatment).
6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Parts 50 and 94.
9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.

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

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

- Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- Criminal Penalties for Acts Involving Federal Health Care Programs- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of $2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of $2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations

(29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

- Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of $2,000 or a non-construction contract in excess of $2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.
- Clean Air Act Compliance - If this contract is in excess of $100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

19. Required Federal Certifications

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b) The Contractor is not delinquent on any Federal debt.

c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
j) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.
k) Equal Employment Opportunity, requires compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

ATTACHMENT 19

GUIDE TO NEW YORK STATE DOH M/WBE RFP/RFA REQUIRED FORMS

All DOH procurements have a section entitled **"MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS."** This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their proposal or application. Below is a summary of the forms used in the DOH MWBE Participation Program by a grantee.

Form #1: Grantee MWBE Utilization Plan - This document must be completed by all grantees responding to RFAs with an MWBE goal greater than zero. The grantee must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the grantee should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority owned firms do not meet the criteria for participation. If the plan is not submitted or is deemed deficient**,** the grantee may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

Form #2: MWBE Utilization Waiver Request - This document must be filled out by the grantee if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the proposal. When completing Form #2, it is important that the grantee thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A grantee can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the grantee may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the grantee will be sent a deficiency letter asking for a revised form to be returned within 7 business days of receipt.

Any questions regarding completion of these forms can be sent to jae11@health.state.ny.us.

MWBE Form #1

New York State Department of Health
GRANTEE/CONTRACTOR MWBE UTILIZATION PLAN

Grantee/Contractor Name:	
Vendor ID:	**Telephone No.**
RFA/Contract Title:	**RFA/Contract No.**

Description of Plan to Meet MWBE Goals (Use pages 2-3 to provide specific M and W subcontractor information)

PROJECTED MWBE USAGE

	%	Amount
1. Total Dollar Value of Eligible Costs on Budget	**100**	**$**
2. MBE Goal Applied to Eligible Costs		**$**
3. WBE Goal Applied to Eligible Costs		**$**
4. MWBE Combined Totals*		**$**

*If less than the stated goal in RFA, Form #2 is required.

GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN
MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified MINORITY-OWNED entities as follows: (add additional pages as needed)

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$_____**
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$_____**
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$_____**

GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified WOMEN-OWNED entities as follows: (add additional pages as needed)

WBE Firm (Exactly as Registered)	**Description of Work (Products/Services) [WBE]**	**Projected WBE Dollar Amount**
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$** _____

MWBE Form #2

MWBE UTILIZATION WAIVER REQUEST

Grantee/Contractor Name:	
Vendor ID:	**Telephone No.**
RFA/Contract Title:	**RFA/Contract No.**

Explanation why Grantee is unable to meet MWBE goals for this project:

Include attachments below to evidence good faith efforts:

- ☐ Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- ☐ Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- ☐ Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- ☐ Attachment E. Identify dates of any pre-proposal, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- ☐ Attachment F. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by: _____ Title: _____

_____

(Signature) / (Date)

Attachment 20 – NYS Master Grant Contract with Attachments