RFA Number QPS-2016-03

HEALTH RESEARCH, INC.

New York State
Department of Health

State Health Innovation Plan / State Innovation Model Initiative

Request for Applications

Graduate Medical Education
Development of Rural Residency Programs

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KEY DATES

RFA Release Date:                     June 20, 2016
Questions Due:                        July 5, 2016
RFA Updates Posted:                   July 18, 2016
Applications Due:                     August 15, 2016 by 4:00 pm ET

Contact Name & Address:               Justin Hausmann
                                      oqps.asu@health.ny.gov
                                      NYS Department of Health
                                      Corning Tower, Room 2084
                                      Empire State Plaza
                                      Albany, NY 12237
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I. Introduction

The New York State Department of Health (NYSDOH), Office of Quality and Patient Safety in conjunction with the Office of Primary Care and Health Systems Management, and Health Research, Inc. (HRI) announce the availability of federal funds to assist in the development of new or restructured primary care (internal medicine, family medicine, pediatrics, and combined medicine/pediatrics) Graduate Medical Education (GME) residency programs in rural areas within New York State (NYS).

NYSDOH/HRI was awarded $100 million to achieve the “Triple Aim” of reducing the per capita cost of health care, improving the health of populations and enhancing patient access to and experience of care through the following:

- Implementation of a statewide program of regionally-based primary care practice transformation to help practices across NYS adopt an Advanced Primary Care (APC) model. NYS is in the process of developing details of the practice model in concert with external stakeholders’ represented payers, providers and consumers. Once developed, funding will be awarded to regional practice transformation entities to assist with implementation in 2016.
- Development of reimbursement approaches and models to support the APC model for a wide range of practices, while also promoting improved performance on quality, access and efficiency needed for payer support. The ultimate goal is to ensure 80% of New Yorkers have access to this enhanced model of primary care that is supported by a reimbursement structure that moves away from strict volume based, fee-for-service reimbursement. Alternative reimbursement solutions need to be flexible enough to meet the needs of a wide range of provider/practice types based on size or organizational capacity while sufficiently standardized to meet the objective of alignment across payers.
- Expansion of NYS’s primary care workforce through innovations in professional education and training.

The intent of this Request for Applications (RFA) is to provide funding to support the development of accredited innovative, rural-based GME programs that will help alleviate regional and primary care workforce shortages and prepare physicians to deliver quality services in a networked, team-based, value-driven, primary care focused model. The funded GME programs will create new opportunities for medical school graduates to train in under-served rural areas of NYS and foster community and provider collaborations to develop strategies to help ensure that the new physicians continue to practice in rural NYS communities. Successful implementation and replication of the programs will result in increased access to health care services for New Yorkers who are geographically, economically or medically vulnerable.
II. Who May Apply

A. Minimum Eligibility Requirements

1. Eligible applicants include: medical schools, general hospitals, diagnostic & treatment centers, private physician practices, educational institutions, health care associations and not-for-profit organizations which coordinate, convene, or network rural health care entities together.

2. Eligible applicants must also meet the criteria of either a, b, or c and the remaining criteria in d and e:

   i. Applicant must propose to develop a **new GME program** in a rural area. Resources for creating new GME programs can be found at:


      **OR**

   ii. Applicant must propose to restructure or expand an existing accredited GME program to include a substantial number of new rural training positions in a **newly identified** rural geographic area;

      **OR**

   iii. Applicant must propose to develop a separately accredited **new Rural Training Track** (RTT) Program via a partnership between an urban hospital and either a rural hospital(s) or a rural non-hospital clinical training site(s).

      - Information on RTT can be found at: [https://www.traindocsrural.org/](https://www.traindocsrural.org/)

      **AND**

   iv. Applicant must propose to develop primary care programs in one or more of the following specialties:

      - Internal Medicine
      - Family Medicine
      - Pediatrics
• Combined Medicine/Pediatrics; and

v. Applicant must be proposing to develop programs that provide training experiences in rural NYS counties and/or in facilities designated as NYS Rural Providers.

B. Preferred Eligibility Requirements

Preference will be given to applicants that:

1. Demonstrate previous experience achieving Accreditation Council for Graduate Medical Education (ACGME) or American Osteopathic Association (AOA) institutional accreditation.

III. Available Funding

The total amount of funding available is $1,000,000 annually ($3,000,000 over the three year period) ending January 31, 2019. It is anticipated that four (4) awards will be made. Inclusive of a 50% cost share, applications should not exceed $500,000 in annual costs and $1,500,000 for the life of the contract.

If funding remains available after the maximum number of acceptable scoring applications is awarded, the NYSDOH/HRI reserves the right to exceed the maximum number of awards. Remaining funding will be awarded to the next highest acceptable scoring applicant(s) until the remaining funding is exhausted or awards have been made to all acceptable scoring applicants.

Should additional funding become available, NYSDOH/HRI may select a program from the pool of applicants deemed approved but not funded. If it is determined that the needed expertise/services are not available among these organizations, the NYSDOH/HRI reserves the right to establish additional competitive solicitations.

NYSDOH/HRI also reserves the right to revise the award amounts as necessary due to the changes in the availability of funding or project scope.

IV. Project Purpose/Work Plan Outcomes

The Rural Residency Program award is limited to 28 months and shall be used to assist applicants in procuring the infrastructure needed to develop accredited new or restructured GME programs serving rural communities in NYS. The anticipated start date for the contract will be October 1, 2016.

The key purpose of the contract is to have a new or restructured accredited rural GME program by the end of the contract period. Applicants must demonstrate the capacity to develop and implement an accredited program that reflects the health care needs of the rural community and recognizes the importance of a residency curriculum and experience that teaches the skills needed to practice in the changing health care environment.
It is expected that applicants will form strong partnerships with local resources to facilitate implementation and sustain the programs with the goal of retaining trained physicians in rural practice settings. Joint planning between hospitals, non-hospital sites and other community stakeholders should occur to address the feasibility of implementing the rural GME program and to identify and address key issues associated with its implementation.

A. Required Program Activities

Applicants are required to develop a project work plan that provides a complete description of the processes and activities that will be completed over the course of the contract period to ensure the establishment of a new or restructured rural GME program. The plan must include project milestones with targeted completion dates and responsible parties. The milestones should be framed as measurable outcomes that clearly demonstrate how the applicant and any collaborators will have met all the ACGME or AOA requirements by the end of the three year contract period.

Applicants should provide a work plan to address the components of this RFA using Attachment 6 for the work plan format. The work plan must include, but should not be limited to the following activities:

1. Assessing the need for and feasibility of implementing an accredited rural GME program in the proposed catchment area, including a comprehensive analysis of the fiscal viability of developing the proposed program. The RFA has a 50% cost share so applicants must substantiate their ability to provide matching funds to support the development of new or restructured rural GME programs. (See Attachment 5). GME program start-up costs are significant and identifying additional funding resources will be critical for successful implementation of proposed projects. Costs to consider include, but are not limited to, the following:

   a. Personnel Costs
      - Program Director
      - GME Coordinator
      - Core Faculty
      - GME Fiscal Analyst
      - Fringe Benefits

   b. Non-Personnel Costs
      - Curriculum development
      - Faculty recruitment
      - Resident recruitment (promotional materials, travel, lodging, meals and recruitment services)
      - Legal fees
      - Faculty development (professional dues and memberships, conferences, continuing medical education, training site recruitment/coordination and
2. Identifying an organization that will become the sponsoring institution (i.e., medical school, teaching hospital or health center) that will meet the institutional requirements for accreditation and assume the financial and academic responsibility for the rural GME program.
3. Hiring a Program Director, Residency Coordinator and other planning personnel (e.g., consultants).
4. Develop a curriculum including didactic teaching topics and schedule, clinical rotation schedule, simulation sessions, evaluation/feedback system which indicates how the evaluation is incorporated into the medical school’s evaluation process and a residency program manual for faculty and residents.
5. Propose to deliver a multidisciplinary, team-based residency training model that prepares residents to practice in an APC model including but not limited to training in group-based decision making, whole-patient-focused care, care coordination, quality and performance improvement techniques, administrative, business and technical skills.
6. Present program models that offer rural training opportunities in clinical rotation sites, including nursing homes, local health departments, primary care medical homes, private physician practices and federally qualified community health centers.
7. Propose to serve as a clinical site or to identify project partners who will serve as clinical sites for medical students and have a formal relationship with a medical school(s).
8. Securing funding for other program needs (e.g. clinic rooms, classrooms, media equipment, library facility, simulation equipment).
9. Developing affiliation agreements with ambulatory care and hospital inpatient sites.
10. Developing a faculty recruitment, development, training and support process.
11. Submitting an accreditation application to the ACGME or AOA by the end of the 28 month contract period.
12. Preparing for the ACGME or AOA site visit and hire faculty and support staff.
13. Developing a resident recruitment plan. Preferably, applicants should commit to recruiting residents from the NYS rural areas or rural areas similar to the site of the proposed rural GME training program; however, residents from NYS urban areas should not be excluded. Recruitment criteria to consider include medical students born in rural NYS, extended family currently living in NYS or residents who graduated from a rural NYS high school.
14. Developing a collaborative plan to retain residents in the region where they received their training (that may include utilizing federal, state or other loan forgiveness programs).
15. Developing a sustainability plan that describes how the rural GME program will be supported and funded when residents begin their training. Potential sources of funding include, but are not limited to the following:
   - Medicare
   - Medicaid
   - HRSA
     o Children's Hospitals GME
Federal Teaching Health Center Program funding
Title VII Primary Care Programs
- Private Sources

B. General Program Requirements

 Contractors will be required to:

1. Demonstrate the intent to obtain ACGME or AOA accreditation for the new or restructured program by the end of the contract period.
2. Demonstrate collaborations with community partners who have achieved at least Stage 2 meaningful use, and are National Committee for Quality Assurance (NCQA) certified as a level 2 or 3 Patient Centered Medical Home (PCMH) or are in or plan to be in receipt of assistance to meet APC standards and milestones.
3. Participate in the National Residency Matching Program (NRMP) for enrolling residents.
4. Submit quarterly narrative reports that address the following:
   a. Milestones achieved
   b. Challenges or barriers and how they were overcome
   c. Engagement of partners
   d. Recruitment of clinical training sites
   e. Hiring of critical staff
   f. Faculty/preceptor recruitment and training
   g. Accreditation status
   h. Systems infrastructure development
   i. Facility renovations or construction
   j. The status of plans for recruiting new residents
   k. Project funding status (new resources and/or commitments; source, amount and purpose)
   l. Updated timeline of Goals/Objectives and Supporting Activities

C. Use of Award Funds

1. HRI funds may be used for, but are not limited to, expenditures for:
   a. Legal and consultant fees directly related to project activities
   b. Program and fiscal staff: salary, wages and benefits
   c. Planning meetings
   d. Accreditation fees and site visits
   e. Faculty and curriculum development
   f. Faculty and Resident recruitment

2. HRI funds may NOT be used for:
   a. Capital improvements including remodeling or new construction costs
   b. Major pieces of depreciable equipment
   c. Resident salary and fringe benefit or other direct resident expenses
   d. Costs incurred prior to the project period
e. Indirect costs over 10% of the total bid value (or in the case of subcontractors, subcontract value).

In addition, the following list contains costs that are prohibited for all CMS funded programs:

a. To match any other Federal funds.
b. To provide services, equipment, or supports that are the legal responsibility of another party under Federal, State, or Tribal law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
c. To provide goods or services not allocable to the approved project.
d. To supplant existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries, etc.
e. To be used by local entities to satisfy State matching requirements.
f. To pay for construction.
g. To pay for capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life as a direct cost except with the prior written approval of the Federal awarding agency.
h. In accordance with 45 CFR §75.476, the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
i. In accordance with 45 CFR §75.215(b), except for grants awarded under the Small Business Innovative Research (SBIR) and Small Business Technology Transfer Research (STTR) programs (15 U.S.C. 638), no HHS funds may be paid as profit to any recipient even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs.

For more information, visit http://www.hhs.gov/grants/grants/grants-policies-regulations/.

V. Administrative Requirements

A. Issuing Organization

This RFA is issued by HRI and the NYSDOH, Office of Quality and Patient Safety in conjunction with the Office of Primary Care and Health Systems Management with funding provided by the Center for Medicare and Medicaid Innovation (CMMI). HRI/NYSDOH are responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted by email to the following address by the date listed on the cover page of this RFA:
To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date indicated on the cover of this RFA.

Questions of a technical nature can be addressed in writing to the above email address. Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application, during the question and answer phase, by the date listed on the cover page of this RFA.

This RFA has been posted on HRI’s public website at: http://www.healthresearch.org/funding-opportunities. Questions and answers, as well as any updates and/or modifications, will also be posted on HRI’s website. All such updates will be posted by the date identified on the cover sheet of this RFA.

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

C. Applicant Conference

A Applicant Conference will not be held for this procurement.

D. How to file an Application

Applications must be received at the following address by the date listed on the cover page of this RFA. Late applications will not be accepted.

Office of Quality and Patient Safety
Attn: Justin Hausmann
NYS Department of Health
Corning Tower, Room 2084
Empire State Plaza
Albany, NY 12237

Applicants shall submit one (1) original, signed application AND five (5) copies AND one (1) electronic copy emailed to the address above. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document.
*It is the applicant’s responsibility to see that applications both via email and mail are delivered to the address above prior to the date and time specified on the cover of this RFA document. Late applications due to documentable delay by the carrier may be considered at HRI’s discretion.

E. THE DEPARTMENT OF HEALTH & 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 HRI’s sole discretion.

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

4. Disqualify any applicant whose conduct and/or application 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 NYSDOH/HRI’s investigation of a applicant’s qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to NYSDOH/HRI’s requests 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 application 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 HRI 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 the applicant’s application and/or to determine a applicant’s compliance with the requirements of the RFA.

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

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

19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

F. **Term of Contract**

Any contract resulting from this RFA will be effective only upon approval by Health Research, Inc.

It is expected that contracts resulting from this RFA will have the following time period: October, 2016 through January 31, 2019 (28 months), issued in one four month increment on October 1, 2016 and two yearly increments issued on February 1, 2017 and 2018. Renewals are dependent upon satisfactory performance and continued funding.

G. **Payment & Reporting Requirements**

1. The contractor shall submit *monthly* invoices and required reports of expenditures to:

   oqps.asu@health.ny.gov

2. The contractor shall submit the following periodic reports:
   - Monthly progress reports and weekly status update meetings/conference calls.
   - All payment and reporting requirements will be detailed in Exhibit A of the final contract.

H. **HRI General Terms & Conditions**

The following will be incorporated as Attachment A into any contract(s) resulting from this Request for Application.

**Attachment A**

*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 incident or properly allocable, to the Agreement, in the performance of the Scope of Work in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be necessary, cost-effective and 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 audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. 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, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the “Uniform Guidance”) as codified in Title 2 of the Code of Federal Regulations. 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 Clauses.

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<tr>
<th>Contractor Type</th>
<th>Administrative Requirements</th>
<th>Cost Principles</th>
<th>Audit Requirements Federally Funded Only</th>
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<tr>
<td>College or University</td>
<td>Uniform Guidance</td>
<td>Uniform Guidance</td>
<td>Uniform Guidance</td>
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<tr>
<td>Not-for-Profit</td>
<td>Uniform Guidance</td>
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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.

4. 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 compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
   - A copy of equipment policy if equipment is in the approved 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). 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. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.

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 New York State 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 (DOH) 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: Where a conference is funded by a grant, cooperative agreement, sub-
grant and/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 the <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.”

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of
Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH’s logos may not
be used on conference materials without the advance, express written consent of the Project
Sponsor, HRI and/or DOH.

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. The Contractor agrees to expediently take all required actions to
effect 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 effect 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, whether or not
required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or
any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not
discriminate against any employee or applicant for employment because of race, color, creed, religion,
sex, sexual orientation, gender identity, national origin, age, disability, genetic predisposition or carrier
status, or marital status. Furthermore, Contractor agrees that neither it nor its authorized subcontractors,
if any, shall, by reason of race, color, creed, disability, age, sex, sexual orientation, gender identity, 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 this provision, or of Section 220-e or Section 239 of the New York State Labor Law, 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 express 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 three years after the final voucher is paid.

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, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any Organization providing federal funding 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 or actual conflict. Contractor certifies that it has
implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI’s request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding Organization 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 official notices to any party relating to material terms 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 HHS 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 HHS 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.

d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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 Organization 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.
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 HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
6) Section 543 of the HHS 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) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.

9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.

b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an Organization 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 Organization of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.

d) 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.

e) 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.

f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.

g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for Applications, 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.

h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42. U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years or both.

i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of $150,000, Contractor agrees to comply and to require that all subcontracts have complied, where applicable, with all applicable standards, orders or regulations issued pursuant

j) 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.

k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant Organization; or an authorized official of the Department of Justice or other law enforcement Organization; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

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, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or Organization.

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

d) 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.

e) 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) If the Project Sponsor is either an Organization 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.

h) 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.

i) 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/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf.


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 subrecipients 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.
VI. Completing the Application

A. Application Instructions, Format and Content

The work to be completed must meet the stated requirements as outlined in Section I and IV.

- Applicants should assume a 28-month project period, beginning on October 1, 2016 with two annual renewals issued on February 1, 2017 and 2018.

Refer to the Preferred Eligibility Requirements and Project Narrative/Work Plan Outcomes contained in Sections II b and IV of this RFA when preparing your application. The applicant should indicate the section number and subsection (e.g., VI-2-a, VI-4-a) of the request being addressed.

1. Program Summary

Applicants should provide a summary of the proposed project and include a brief description of the specific activities to be undertaken, including anticipated time frames and any resources required. The summary should demonstrate how the applicant will effectively meet project milestones and utilize the funding request. The summary should also identify the following: the targeted specialty; whether the applicant is proposing a new or restructured program; the proposed rural area to be served; a brief description of the proposed rural training experiences; the total number of resident positions that will be created per year when the program is fully operational; and any identified partners.

2. Rationale for the GME Program

The detailed description of rationale for the GME program must be addressed. The applicant should indicate the section number and subsection (e.g., VI-1-a) of the activity/requirement being addressed.

a) Describe the characteristics of the Applicant’s rural community, service area and/or region and why it was chosen as the location for a new or restructured GME program. Include relevant statistics to demonstrate that the chosen community, service area and/or region meets the definition of a NYS rural area. Identify if the area has been designated by HRSA, as a MUA, MUP or HPSA.

b) Describe the benefits of establishing a new or restructured GME program in the community (e.g., economic benefits, improved quality of care, community service projects and enhanced inter-professional education).
c) Describe the health care workforce needs, availability of medical providers in the proposed service area and major barriers to care, particularly those related to primary care addressed in the application. Include how this funding and the proposed program will address these needs and barriers in the chosen rural area.

d) Indicate the targeted primary care specialty (Internal Medicine, Family Medicine, Pediatrics or Combined Medicine/Pediatrics) chosen and describe why the specialty was selected. Explain how this specialty will increase the number of physicians in the proposed rural areas and how it will better serve rural populations.

3. Applicant Experience

Maximum 2 pages

The detailed description of the applicant’s experience must be addressed. The applicant should indicate the section number and subsection (e.g., VI-1-a) of the requirement being addressed.

a) Describe how the applicant meets the minimum and preferred qualifications set forth in Section II.B. Applicants must provide specific information and examples that demonstrate and describe the organization’s experience with the Minimum Eligibility Requirement listed in Section II AND describe experience with each of the Preferred Qualifications as listed in Section II.

4. Applicant Organization, Resources and Capabilities

Maximum 4 pages

The detailed description of the applicant’s organization, resources, and capabilities must be addressed. The applicant should indicate the section number and subsection (e.g., VI-1-a) of the activity/requirement being addressed.

a) Briefly describe the applicant’s organization/institution/facility, its mission and services.

b) Discuss how the applicant’s administrative capacity, fiscal management, information systems, board involvement and organizational structure facilitates the development and implementation of an accredited, multidisciplinary, team-based GME program that prepares residents to practice in the APC model.

c) Describe the experience the applicant has in the effective oversight of administrative, fiscal and programmatic aspects of government contracts, including timely and accurate submission of fiscal and program reports.

d) If an application is being submitted with the intent of partnering with a separate organization, the application should provide a description of how the respective management, programmatic, administrative and fiscal expertise/experience of the lead
and partner organization will contribute to a successful partnership for the proposed project.

e) Provide a description of the applicant’s prior experience with medical education, (e.g., hosting medical students or residents, serving as a rotation site, faculty on staff).

f) Describe partners expected to participate in the planning and implementation process. Include each partner’s role and contribution, including any financial and in-kind resources. Describe their prior experience with medical education.

g) Describe the current status of commitment from leadership within the applicant’s organization, one or more partners in the planning process and/or the community to develop an accredited rural GME program by the close of the contract period. If the applicant is partnering with a separate organization and proposing to fund them as a subcontractor through this procurement, attach a signed Letter of Commitment from the partnering organization’s Board of Directors or Equivalent Official as Appendix F (limit of 2 pages). If the applicant is partnering with a separate organization and/or community stakeholders with 100% in-kind support, attach signed Letters of Support as Appendix G (limit of 2 pages - Letters of Support are optional but encouraged).

4. Program Design and Activities

The detailed description of the applicant’s program design and activities must be addressed. The applicant should indicate the section number and subsection (e.g., VI-1-a) of the activity/requirement being addressed.

a) Planning Activities

i. Discuss planning or project development activities that have already been completed that would indicate the applicant’s ability to progress quickly in the planning and accreditation process (e.g., already conducted a feasibility study, identified project partners, achieved ACGME or AOA institutional accreditation).

ii. Discuss how the applicant determined, or will determine, the financial feasibility of implementing a new or restructured rural GME program. Describe how planned resources will be sufficiently allocated to achieve project goals and objectives.

iii. Describe how joint planning between a hospital, educational partners and other partners will occur to identify and address any leadership, financial, legal, program development and education/curriculum issues associated with the development and implementation of the proposed GME program. Include any outreach efforts that have or will have occurred to assess the familiarity with and acceptance of a GME program in the community.
b) Project Description

i. Provide a project description detailing specific goals of the project to plan and implement an accredited rural GME program, the strategies and activities identified to accomplish the goals and the process for measuring progress toward and attainment of the goals. The applicant must include specific work plan activities as outlined in Section IV A. of the RFA (see summary below).

1. Assessing the need for and feasibility of implementing an accredited rural GME program in the proposed catchment area, including a comprehensive analysis of the fiscal viability of developing the proposed program. Applicants must substantiate their ability to provide matching funds to support the development of new or restructured rural GME programs.
2. Identifying an organization that will become the sponsoring institution (i.e., medical school, teaching hospital or health center) that will meet the institutional requirements for accreditation and assume the financial and academic responsibility for the rural GME program.
3. Hiring a Program Director, Residency Coordinator and other planning personnel (e.g., consultants).
4. Develop a curriculum including didactic teaching topics and schedule, clinical rotation schedule, simulation sessions, evaluation/feedback system which indicates how the evaluation is incorporated into the medical school’s evaluation process and a residency program manual for faculty and residents.
5. Propose to deliver a multidisciplinary, team-based residency training model that prepares residents to practice in an APC model including but not limited to training in group-based decision making, whole-patient-focused care, care coordination, quality and performance improvement techniques, administrative, business and technical skills.
6. Present program models that offer rural training opportunities in clinical rotation sites, including nursing homes, local health departments, primary care medical homes, private physician practices and federally qualified community health centers.
7. Propose to serve as a clinical site or to identify project partners who will serve as clinical sites for medical students and have a formal relationship with a medical school(s).
8. Securing funding for other program needs (e.g. clinic rooms, classrooms, media equipment, library facility, simulation equipment).
9. Developing affiliation agreements with ambulatory care and hospital inpatient sites.
10. Developing a faculty recruitment, development, training and support process.
11. Submitting an accreditation application to the ACGME or AOA by the end of the 28 month contract period.
12. Preparing for the ACGME or AOA site visit and hire faculty and support staff.
13. Developing a resident recruitment plan.
14. Developing a collaborative plan to retain residents in the region where they received their training.
15. Developing a sustainability plan that describes how the rural GME program will be supported and funded when residents begin their training.

c) Project Staffing

i. Provide a summary of personnel who will work on the contract as Appendix A. Identify the primary contact person and staff who will be involved in the project. Include names, titles and a brief description of the role of each staff person in carrying out the proposed activities, and the job qualifications and experience for each position including consultants and how their experience is relevant to the project. (limit 5 pages)

   i. Attach all existing staff and consultant resumes as Appendix B (limit of 2 pages per person). Include a proposed Project Organizational chart as Appendix C, which is a one-page figure that depicts the structure of the organization and indicates the reporting relationship of the lead contract staff. If the applicant intends on partnering with a separate organization, the applicant should also provide a one-page figure that depicts the organizational structure of the partnership.

   ii. If an application is being submitted with the intent of partnering with a separate organization who will have a financial interest in this project describe how staffing will be allocated and how staff will be managed by each organization. The application should designate one organization as lead, describe the working relationship between the organizations and attach the required Memorandum of Agreement (MOA) as Appendix E (limit of 2 pages) defining the specific roles of the lead and partner agencies in carrying out the proposed program. Any partnering organization will be treated as a subcontractor and the awarded contractor (lead applicant) will be responsible for reimbursing any and all subcontractors.

d) Project Workplan and Implementation Timeline

i. Complete a Project work plan with clearly defined activities and implementation timelines and attach as Appendix D (limit of 10 pages). The work plan should identify activities and timelines beginning October 1, 2016 needed to develop, implement and operationalize the new or restructured rural GME program. Activities should be framed as measurable outcomes that can realistically be achieved during the contract period. Each activity (milestone) must include the expected beginning and completion dates and responsible parties. See Attachment 6 for the work plan format to be used.
5. **Budget**  

1. Use Excel Budget Forms  
2. Include a Budget Narrative - Maximum 10 pages  
   
   Maximum Score: 20 points

a) Complete all required Budget Pages. See Attachment 3 (Copy of HRI Budget Forms). Applicants should submit a 28 month budget, assuming a October 1, 2016 start date. Instructions for completing the budget forms are included as Attachment 2.

b) The budget should relate directly to the activities described in the application, be reasonable and cost-effective.

c) A justification for each cost should be submitted in narrative form as well as spreadsheet form and match. The budget justification should not exceed ten double single-spaced pages in total. For all existing staff, the budget justification should delineate how the percentage of time devoted to this project has been determined. Instructions for completing the budget narrative are included as Attachment 2.

d) The budget narrative must clearly delineate the amount and source(s) of 50% cost share funds to substantiate the applicant’s ability to support program development of the new or restructured rural GME program and include how the amounts were calculated. (See Attachment 5). Applicants should provide a clear description of these project expenditures and how they are related to meeting accreditation requirements. The budget narrative should also include information about other anticipated funding supporting planning and development of the program, including the source, amounts per year and covered costs, for years 2 and 3 of the project.

e) If an application is being submitted with the intent of partnering with a separate organization, the budget should specify how resources will be allocated between the lead and partner organizations in the budget narrative. Any partnering organization funding will be treated as a subcontract and should be budgeted under the subcontract line. Any restriction placed on the lead will also be placed on the subcontractor (ex: 10% indirect cap).

f) Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items.

g) Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structures.

h) Indirect costs are capped at 10% of direct costs. This applies to applicants with federally approved rates.

**THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT**
BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

B. Application Format

ALL APPLICATIONS MUST CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications MUST NOT exceed 25 single-spaced typed pages (not including the cover page and appendix/attachments) using a 12 point font. The value assigned to each section is an indication of the relative weight that will be given when scoring applications.

1. Program Summary (1 page) (Maximum Score: 0 points)
2. Rationale for the GME Program (2 pages) (Maximum Score: 10 points)
3. Applicant Experience (2 pages) (Maximum Score: 10 points)
4. Applicant Organization, Resources and Capabilities (4 pages) (Maximum Score: 20 points)
5. Program Design and Activities (6 pages) (Maximum Score: 40 points)
6. Budget and narrative (10 pages) (Maximum Score: 20 points)
7. Appendices: The appendices should include the following documents with corresponding page limits. Appendices do not count toward the 25 page limit for the application.
   a. Project Staffing (limit of 5 pages)
   b. Resumes (limit of 2 pages per person)
   c. Project Organizational chart (limit of 1 page)
   d. Project Implementation Workplan (limit of 10 pages)
   e. Memorandums of Agreement (MOA) (limit of 2 pages)
   f. Letter of Commitment (limit of 2 pages)
   g. Letters of Support (limit of 2 pages)

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by HRI/NYSDOH Office of Quality and Patient Safety in conjunction with the Office of Primary Care and Health Systems Management.

In the event of a tie score, the highest scoring applicants will be invited to an interview to last for no longer than one hour in Albany, New York. Any cost related to this meeting or in response to this RFA is the obligation of the applicant and not the responsibility of the NYSDOH or HRI.
It is anticipated that there will be four (4) awards. Applications will be reviewed using the criteria that are listed under Application Content.

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.

Once awards results have been announced, 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 10 business days from date of award or non-award announcement.

VII. Attachments

Attachment 1: Application Coversheet
Attachment 2: Budget Instructions
Attachment 3: Budget Forms
Attachment 4: Rural Provider Definitions
Attachment 5: Program Specific Clauses
Attachment 6: Work Plan Format
Application Cover Sheet
Rural Residency Program RFA Response
RFA #OQPS-2016-03

Applicant: ____________________________

Contact Person

Name ____________________________

Title ____________________________

Address ____________________________

_______________________________________________

( ) Phone ____________________________

Email ____________________________

Application Budget Total: ____________________________

Subcontract Budget Total: ____________________________

I, ____________________________, for and on behalf of the applicant organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named organization agrees to abide by the terms of this application and is fully able and willing to carry out the terms of the project.

_______________________________________________

Signature ____________________________

Title ____________________________

Date ____________________________
Budget Instructions
Applicants should develop a budget that includes the information described below. The budget should be based on 28-months providing one four month period (October 1, 2016 through January 31, 2017) budget, and two 12-month period budgets, assuming start dates of February 1, 2017 and 2018, and should relate directly to activities described in the project narrative. No direct health care services will be funded by this contract.

- Inclusive of the 50% cost share, the budget should not exceed $500,000 in annual costs and $1,500,000 for the life of the contract.
- Applicants must include a budget justification for the proposed cost (in narrative form – see sample below).
- Applicants must also include a matching Excel budget using the attached forms.
- Indirect costs are capped at 10% of direct costs. This applies to applicants with federally approved rates.
- Applicants may NOT charge any fees.
- The total federal funds dedicated to any individual’s salary (excluding fringe and indirect) cannot exceed $185,100 annually.
- No costs except direct and indirect costs are allowable. This inlcudes commercial (for profit) organizations.
- All travel costs should not exceed federal rates. Federal rates are available at: http://www.gsa.gov/portal/content/104877

Budget Narrative Preparation Guidelines

Salaries and Wages: For each requested position, provide the following information: name of staff member occupying the position, if available; annual salary; percentage of time budgeted for this program; total months of salary budgeted; and total salary requested. Also, provide a justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives.

Sample budget

Personnel

<table>
<thead>
<tr>
<th>Position Title and Name</th>
<th>Annual</th>
<th>Time</th>
<th>Months</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Taylor Project Coordinator</td>
<td>$45,000</td>
<td>100%</td>
<td>12 months</td>
<td>$45,000</td>
</tr>
<tr>
<td>Finance Administrator John Johnson</td>
<td>$28,500</td>
<td>50%</td>
<td>12 months</td>
<td>$14,250</td>
</tr>
</tbody>
</table>

Total $______
**Sample Justification:** The format may vary, but the description of responsibilities should be directly related to specific program objectives.

**Job Description: Project Coordinator - (Name)**
This position directs the overall operation of the project; responsible for overseeing the implementation of project activities, coordination with other agencies, development of materials, provisions of in service and training, conducting meetings; designs and directs the gathering, tabulating and interpreting of required data, responsible for overall program evaluation and for staff performance evaluation; and is the responsible authority for ensuring necessary reports/documentation are submitted to HRI. This position relates to all program objectives.

**Fringe Benefits:** Provide information on the fringe benefit rate used and the basis for the calculation. If the agency has a federally approved rate, please attach a copy.

**Sample Budget**

<table>
<thead>
<tr>
<th>Fringe Benefits</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>25% of Total salaries = Fringe Benefits</td>
<td></td>
</tr>
</tbody>
</table>

If fringe benefit rate is not federally approved, provide methodology of how the rate is determined. eg. Retirement = $2,250

| Retirement | $2,250 |
| FICA 7.65% | $3,443 |
| Insurance | $2,000 |
| Workers Compensation | _____ |

Total: _____

**Supplies:** Individually list each item requested. Show the unit cost of each item, number needed, and total amount. Provide justification for each item and relate it to specific program objectives. If appropriate, general office supplies may be shown by an estimated amount per month times the number of months in the budget category.

**Sample Budget**

General office supplies (pens, pencils, paper, etc.)
12 months x $240/year x 10 staff = $2,400 Educational
Pamphlets (3,000 copies @) $1 each = $3,00 Educational Videos (10 copies @ $150 each) = $1,500
Word Processing Software (@ $400-specify type) = $ 400
**Sample Justification:** Provide complete justification for all requested supplies, including a description of how it will be used in the program. General office supplies will be used by staff members to carry out daily activities of the program. The education pamphlets and videos will be purchased from XXX and used to illustrate and promote safe and healthy activities. Word processing software will be used to document program activities, process progress reports, etc.

**Travel:** Dollars requested in the travel category should be for **staff travel only**. Travel for consultants should be shown in the consultant category. Travel for other participants, advisory committees, review panel, etc. should be itemized in the same way specified below and placed in the **Miscellaneous Other** category.

In-State Travel - Provide a narrative justification describing the travel for staff members. List where travel will be undertaken, number of trips planned, who will be making the trip, and approximate dates. If mileage is to be paid, provide the number of miles and the cost per mile. If travel is by air, provide the estimated cost of airfare. If per diem/lodging is to be paid, indicate the number of days and amount of daily per diem as well as the number of nights and estimated cost of lodging. Include the cost of ground transportation when applicable.

Out-of-State Travel - Provide a narrative justification describing the same information requested above. Include meetings, conferences, and workshops. Itemize out-of-state travel in the format described above.

**Sample Budget**

**Travel (in-State and out-of-State)**

<table>
<thead>
<tr>
<th>Travel Category</th>
<th>Calculation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-State Travel:</td>
<td>1 trip x 2 people x 500 miles r/t x .27/mile</td>
<td>$270</td>
</tr>
<tr>
<td></td>
<td>2 days per diem x $37/day x 2 people</td>
<td>$148</td>
</tr>
<tr>
<td></td>
<td>1 nights lodging x $67/night x 2 people</td>
<td>$134</td>
</tr>
<tr>
<td></td>
<td>25 trips x 1 person x 300 miles avg. x .27/mile</td>
<td>$2,025</td>
</tr>
</tbody>
</table>

| Total | $2,577 |

**Sample Justification:** The Project Coordinator and the Outreach Supervisor will travel to (location) to attend xxx conference. The Project Coordinator will make an estimated 25 trips to local outreach sites to monitor program implementation.

**Sample Budget**

**Out-of-State Travel:**

<table>
<thead>
<tr>
<th>Travel Category</th>
<th>Calculation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 trip x 1 person x $500 r/t airfare</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>3 days per diem x $45/day x 1 person</td>
<td>135</td>
</tr>
<tr>
<td></td>
<td>1 nights lodging x $88/night x 1 person</td>
<td>$88</td>
</tr>
<tr>
<td></td>
<td>Ground transportation 1 person</td>
<td>$50</td>
</tr>
</tbody>
</table>

| Total | $773 |
**Sample Justification:** The Project Coordinator will travel to xxx, to attend the xxx Conference.

**Equipment:** Provide justification for the use of each item and relate it to specific program objectives. Allocate the appropriate percentage of equipment cost to the relative benefit of the program. Maintenance or rental fees for equipment should be shown in the **Miscellaneous Other** category.

**Sample Budget**

<table>
<thead>
<tr>
<th>Item Requested</th>
<th>How Many</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Workstation</td>
<td>2 ea.</td>
<td>$5,500</td>
<td>$11,000</td>
</tr>
<tr>
<td>Computer</td>
<td>1 ea.</td>
<td>$6,000</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Total $17,000

**Sample Justification:** Provide complete justification for all requested equipment, including a description of how it will be used in the program.

**Note:** **Equipment**—Tangible personal property (including information systems) charged directly to the contract having a useful life of more than one year AND a per unit acquisition cost of $1,000 or more. However, consistent with the recipient’s policy, the threshold may be lower or higher but can not exceed the federal threshold of $5,000 per unit.

**Miscellaneous Other:** This category contains items not included in the previous budget categories. Individually list each item requested and provide appropriate justification related to the program objectives.

**Sample Budget**

Total $_____

Telephone ($______ per month x____months x #staff) Postage ($______ per month x____months x #staff) = $ Subtotal

Postage ($______ per month x____months x #staff) = $ Subtotal

Printing ($______ per x____documents) = $ Subtotal

Equipment Rental (describe) ($______ per month x____months) = $ Subtotal

Internet Provider Service ($______ per month x____months) = $ Subtotal

**Sample Justification**

Some items are self-explanatory (telephone, postage, rent) unless the unit rate or total amount requested is excessive. If not, include additional justification. For printing costs, identify the
types and number of copies of documents to be printed (e.g., procedure manuals, annual reports, materials for media campaign).

**Contractual / Consultant**

1. Name of Contractor
2. Description of services to be rendered
3. Amount of Contract

Hiring an individual to give professional advice or services (e.g., training, expert consultant, etc.) for a fee but not as an employee of the awardee organization.

1. Name of Consultant;
2. Organizational affiliation (if applicable);
3. Description of services to be rendered;
4. Relevance of service to the project;
5. Number of Days of Consultation (basis for fee); and
6. Expected rate of compensation (travel, per diem, other related expenses) - list a subtotal for each consultant in this category.

**Total Direct Costs $_____**

Show total direct costs by listing totals of each category.

**Indirect Costs/Administrative Costs $_____**

The contractor may have a federally approved indirect cost rate agreement, please attach a copy of the agreement. Please note for this opportunity indirect costs are capped at 10% of direct costs per the federal sponsor, regardless of any existing federal approved rate.

**Sample Budget**

*The rate is ___% and is computed on the following direct cost base of $____________. Total*

\[ \$ \times ___\% = \text{Total Indirect Costs} \]

**Total Contract $**
Budget Template

See Attached MS Excel document
Rural Provider Definitions

A. Rural New York State Counties

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

B. Towns with less than 200 persons per square mile (by County)

- **Albany**: Berne, Coeymans, Know, New Scotland, Rensselaerville, Westerlo.
- **Broome**: Barker, Binghamton, Colesville, Kirkwood, Lisle, Maine, Nanticoke, Sanford, Triangle, Windsor.
- **Dutchess**: Amenia, Clinton, Dover, Milan, North East, Pawling, Pine Plains, Stanford, Union Vale, Washington.
- **Erie**: Brant, Cattaraugus Reservation, Colden, Collins, Concord, Eden, Holland, Marilla, Newstead, North Collins, Sardinia, Tonawanda Reservation.
- **Monroe**: Clarkson, Mendon, Riga, Wheatland.
- **Niagara**: Cambria, Hartland, Newfane, Pendleton, Royalton, Somerset, Tuscarora Reservation, Wilson.
- **Onondaga**: Elbridge, LaFayette, Marcellus, Onondaga Reservation, Otisco, Pompey, Skaneateles, Spafford, Tully.
- **Orange**: Crawford, Deerpark, Greenville, Hamptonsburgh, Minisink, Tuxedo, Wawayanda.
- **Saratoga**: Charlton, Corinth, Day, Edinburg, Galway, Greenfield, Hadley, Northcumberland, Providence, Saratoga, Stillwater.
- **Suffolk**: Shelter Island.
- **Westchester**: Pound Ridge
Program Specific Clauses

The below clause is in addition to the terms and conditions set forth in Attachment A.

1. Cost Share Requirement:

   Contractor is required to contribute non-Federal funds to the activities carried out under this agreement in an amount equal to at least $___________.


### Work Plan Format

<table>
<thead>
<tr>
<th>Key Action Steps (Milestones)</th>
<th>Objectives</th>
<th>Expected Outcomes</th>
<th>Person Responsible</th>
<th>Time Line</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Begin date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>End date:</td>
</tr>
</tbody>
</table>